

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000001

MR S MAGUIRE
APARTMENT 3
THE LIMES
DUNSTABLE STREET
AMPTHILL
BEDS
MK45 2GJ

Your payment reference

569384

Date: 24 September 2021

Dear MR S MAGUIRE

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 190887

Your area: THE LIMES 642320

Your home:
APARTMENT 3
THE LIMES
MK45 2GJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£138.00	£23.00	£23.00
Managing Agent Charge	£20,307.82	£1,349.27	£1,539.02
Ground Rent	£825.00	£125.00	£125.00
Service Charge Discount	-£2,214.25	-£345.90	-£345.94
Total Charges		£1,151.37	£1,341.08
This means the original estimate was too little by: This will be debited to your Guinness account			£189.71

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

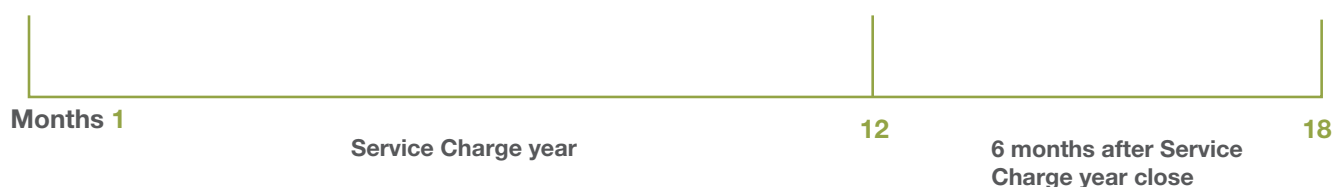
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **THE LIMES**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for THE LIMES. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

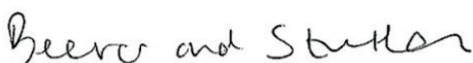
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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000002

MISS K KINGHAM
APARTMENT 4
THE LIMES
DUNSTABLE STREET
AMPTHILL
BEDS
MK45 2GJ

Your payment reference

509629

Date: 24 September 2021

Dear MISS K KINGHAM

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

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We invest in people Gold

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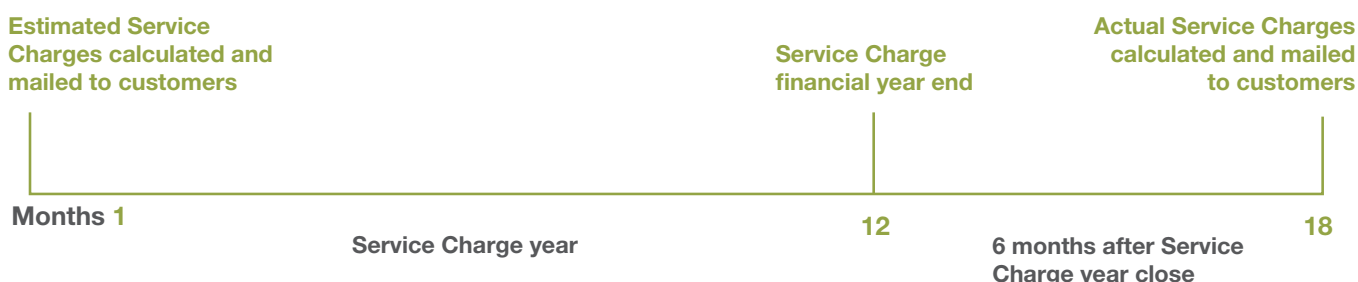
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End-of-year surplus

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **THE LIMES**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for THE LIMES. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

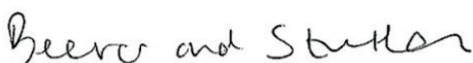
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000003

MRS S WHEATLEY
APARTMENT 5
THE LIMES
DUNSTABLE STREET
AMPTHILL
BEDS
MK45 2GJ

Your payment reference

628011

Date: 24 September 2021

Dear MRS S WHEATLEY

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

130

Property reference: 190889

Your area: THE LIMES 642320

Your home:
APARTMENT 5
THE LIMES
MK45 2GJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£138.00	£23.00	£23.00
Managing Agent Charge	£20,307.82	£1,349.27	£1,539.02
Ground Rent	£825.00	£125.00	£125.00
Service Charge Discount	-£2,214.25	-£345.90	-£345.94
Total Charges		£1,151.37	£1,341.08
This means the original estimate was too little by: This will be debited to your Guinness account			£189.71

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

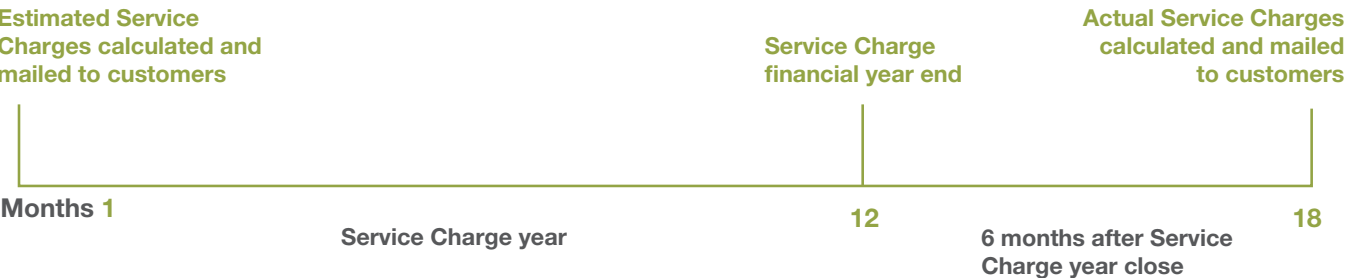
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
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Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
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Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **THE LIMES**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for THE LIMES. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

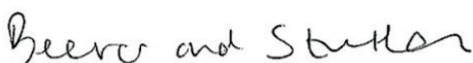
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Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000004

MR A CLARK & MRS P CLARK
APARTMENT 9
THE LIMES DUNSTABLE STREET
AMPTHILL
BEDS
MK45 2GJ

Your payment reference

509639

Date: 24 September 2021

Dear MR A CLARK & MRS P CLARK

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

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Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 190893

Your area: THE LIMES 642320

Your home:
APARTMENT 9
THE LIMES
MK45 2GJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£138.00	£23.00	£23.00
Managing Agent Charge	£20,307.82	£1,465.60	£1,671.71
Ground Rent	£825.00	£150.00	£150.00
Service Charge Discount	-£2,214.25	-£392.10	-£392.14
Total Charges		£1,246.50	£1,452.57
This means the original estimate was too little by: This will be debited to your Guinness account			£206.07

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

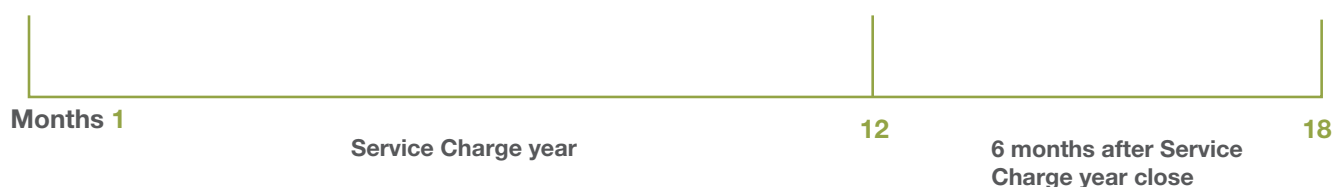
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
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Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **THE LIMES**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for THE LIMES. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

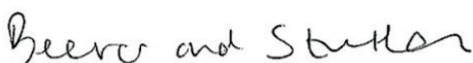
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000005

MS L JAMES
APARTMENT 11
THE LIMES
DUNSTABLE STREET
AMPTHILL
BEDS
MK45 2GJ

Your payment reference

569392

Date: 24 September 2021

Dear MS L JAMES

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 190895

Your area: THE LIMES 642320

Your home:
APARTMENT 11
THE LIMES
MK45 2GJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£138.00	£23.00	£23.00
Managing Agent Charge	£20,307.82	£1,465.60	£1,671.71
Ground Rent	£825.00	£150.00	£150.00
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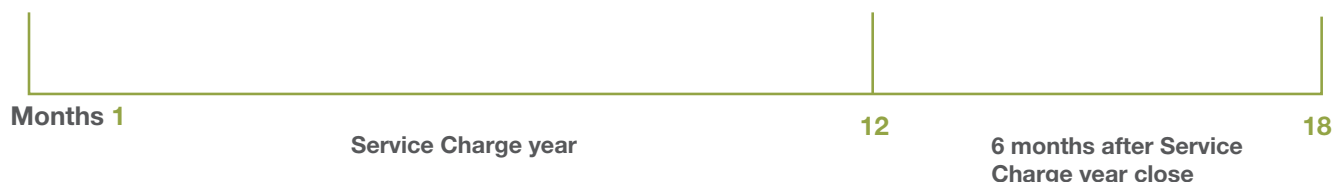
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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

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Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **THE LIMES**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for THE LIMES. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

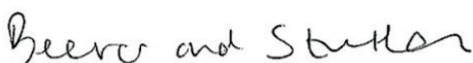
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000006

MR G JACKSON
APARTMENT 12
THE LIMES
DUNSTABLE STREET
AMPTHILL
BEDS
MK45 2GJ

Your payment reference

517394

Date: 24 September 2021

Dear MR G JACKSON

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 190896

Your area: THE LIMES 642320

Your home:
APARTMENT 12
THE LIMES
MK45 2GJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£138.00	£23.00	£23.00
Managing Agent Charge	£20,307.82	£1,465.60	£1,671.71
Ground Rent	£825.00	£150.00	£150.00
Service Charge Discount	-£2,214.25	-£392.10	-£392.14
Total Charges		£1,246.50	£1,452.57
This means the original estimate was too little by: This will be debited to your Guinness account			£206.07

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **THE LIMES**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for THE LIMES. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

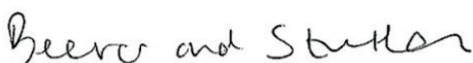
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Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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However, you do not have these rights where —

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 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
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- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000007

MR M & MRS S NICHOLL
17 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

115943

Date: 24 September 2021

Dear MR M & MRS S NICHOLL

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197803

Your area: Westfield Village 511010

Your home:
17 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£11.30	£8.72
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

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Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

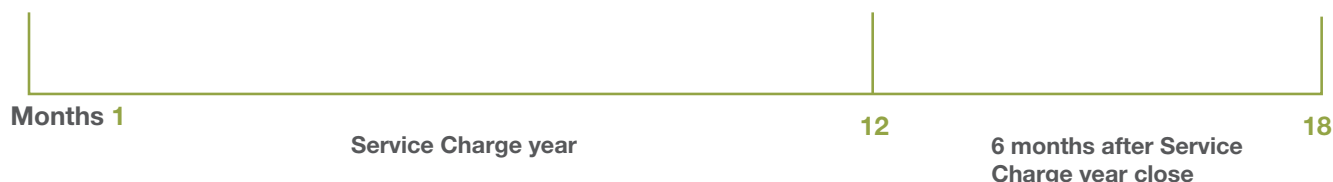
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000008

MR PAUL MARSDEN AND MISS MARIE LINDSAY
12A LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

133469

Date: 24 September 2021

Dear MR PAUL MARSDEN AND MISS MARIE LINDSAY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197028

Your area: Westfield Village 511010

Your home:
12A LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£11.30	£8.72
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

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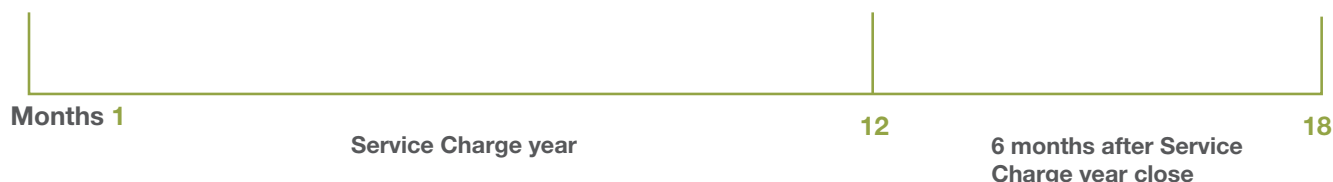
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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
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 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000009

MR K HASSELL
12 PORRITT AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NZ

Your payment reference

574898

Date: 24 September 2021

Dear MR K HASSELL

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197029

Your area: Westfield Village 511010

Your home:
12 PORRITT AVENUE
WESTFIELD VILLAGE
LA1 5NZ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£47.07	£36.33
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£55.59	£53.76
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£78.56	-£78.56
Total Charges		£347.60	£333.59
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£14.01

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000010

MR FRANCIS HEYWOOD
14 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

120001

Date: 24 September 2021

Dear MR FRANCIS HEYWOOD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

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a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197036

Your area: Westfield Village 511010

Your home:
14 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£11.30	£8.72
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

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September 2021

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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000011

MR A MCGUIRE
15 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

109352

Date: 24 September 2021

Dear MR A MCGUIRE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197038

Your area: Westfield Village 511010

Your home:
15 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£11.30	£8.72
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000012

MR A HEYES
16 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

574909

Date: 24 September 2021

Dear MR A HEYES

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 220699

Your area: Westfield Village 511010

Your home:
16 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£11.30	£8.72
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

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Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000013

MR SCOTT CUNNINGHAM & MISS EVE ELLIOTT
31 PEEL CRESCENT
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NY

Your payment reference

19627

Date: 24 September 2021

Dear MR SCOTT CUNNINGHAM & MISS EVE ELLIOTT

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197001

Your area: Westfield Village 511010

Your home:

31 PEEL CRESCENT
WESTFIELD VILLAGE
LA1 5NY

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
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End-of-year surplus

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- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000014

MR J SHAW & MS L KIRBY
18 STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NX

Your payment reference

574927

Date: 24 September 2021

Dear MR J SHAW & MS L KIRBY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197002

Your area: Westfield Village 511010

Your home:
18 STOREY AVENUE
WESTFIELD VILLAGE
LA1 5NX

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

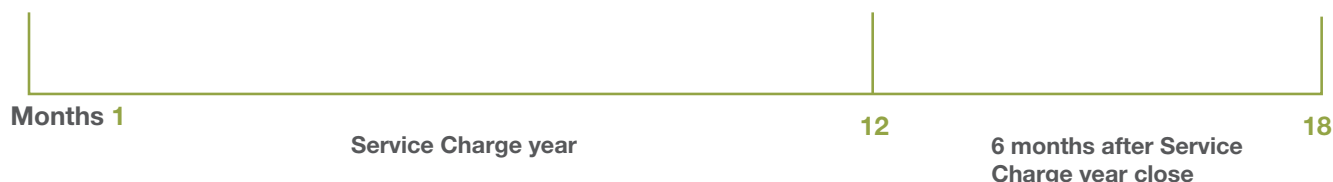
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000015

MISS A SIDDLEY
22 STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5PA

Your payment reference

574928

Date: 24 September 2021

Dear MISS A SIDDLEY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

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a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197003

Your area: Westfield Village 511010

Your home:

22 STOREY AVENUE
WESTFIELD VILLAGE
LA1 5PA

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

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Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

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Final Accounts (Service Charge Actuals)

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You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000016

MR WORDEN
23 PEEL CRESCENT
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NY

Your payment reference

19624

Date: 24 September 2021

Dear MR WORDEN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197004

Your area: Westfield Village 511010

Your home:
23 PEEL CRESCENT
WESTFIELD VILLAGE
LA1 5NY

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

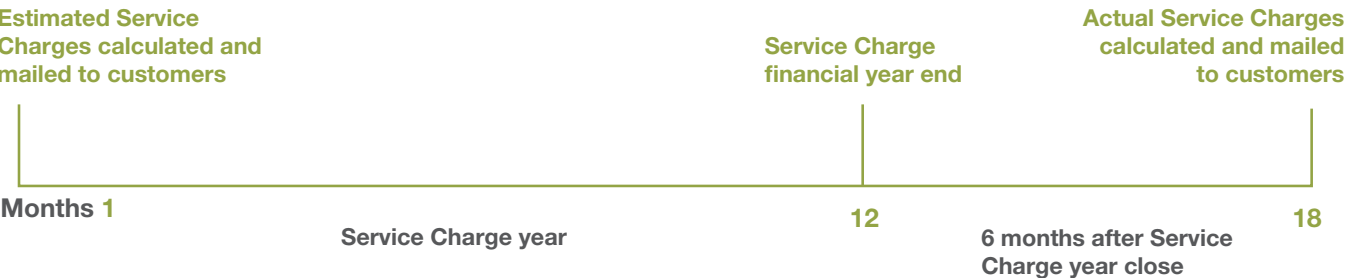
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000017

MR RAYMOND BOLTON
2 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

80294

Date: 24 September 2021

Dear MR RAYMOND BOLTON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 220696

Your area: Westfield Village 511010

Your home:
2 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£11.30	£8.72
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

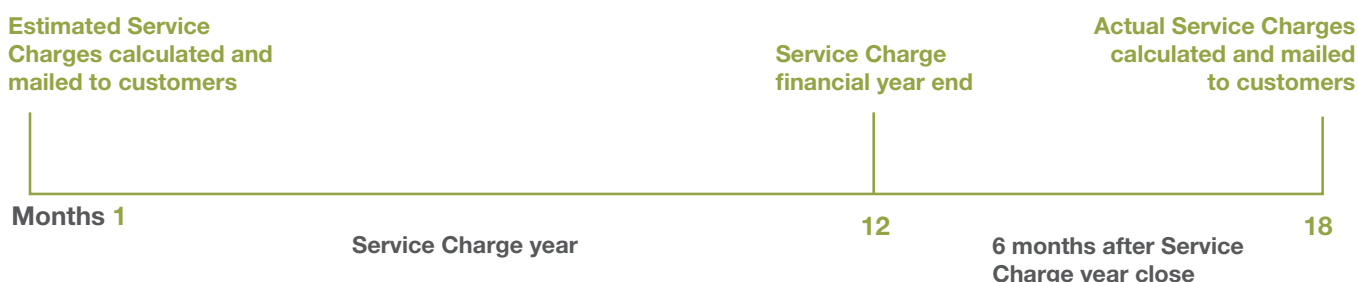
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How do variable service charges work?

Types of service charge costs.....

Glossary of terms



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000018

MR C FINDLAY
3 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

574931

Date: 24 September 2021

Dear MR C FINDLAY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197005

Your area: Westfield Village 511010

Your home:
3 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£11.30	£8.72
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

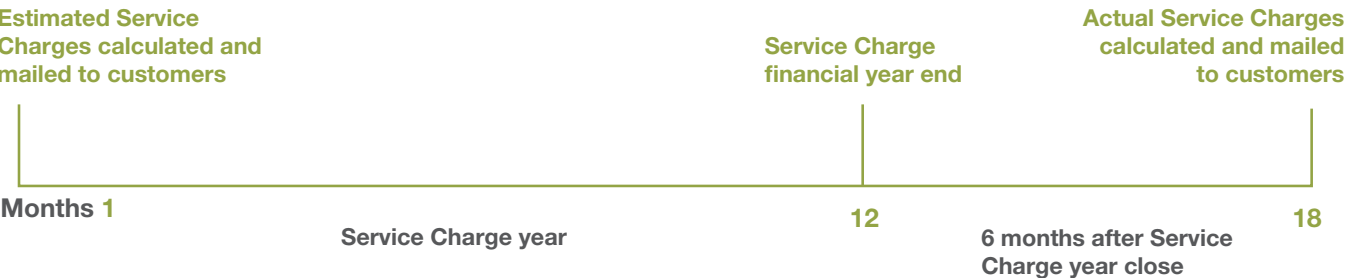
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

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Types of service charge costs continued

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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
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- who should pay the service charge and who it should be paid to;
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- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000019

DR MCLOUGHLIN & MISS AMENT
23 STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NX

Your payment reference

132951

Date: 24 September 2021

Dear DR MCLOUGHLIN & MISS AMENT

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197006

Your area: Westfield Village 511010

Your home:
23 STOREY AVENUE
WESTFIELD VILLAGE
LA1 5NX

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

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Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

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Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000020

MRS S K BROWN
29 PEEL CRESCENT
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NY

Your payment reference

71391

Date: 24 September 2021

Dear MRS S K BROWN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197007

Your area: Westfield Village 511010

Your home:
29 PEEL CRESCENT
WESTFIELD VILLAGE
LA1 5NY

Your Service Charge statement

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1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
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For the year
1 April 2020 to 31 March 2021

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Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
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Starting Balance	-£905.80
Income	£0.00
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Starting Balance	£25,075.20
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 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000021

MRS HEATHER SCHOLFIELD
5 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

117782

Date: 24 September 2021

Dear MRS HEATHER SCHOLFIELD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197009

Your area: Westfield Village 511010

Your home:
5 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£11.30	£8.72
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

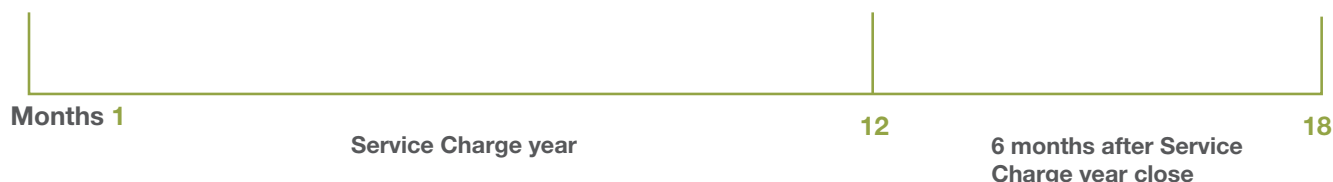
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
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(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

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000022

MS M MACFARLANE
1 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

118946

Date: 24 September 2021

Dear MS M MACFARLANE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
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Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197010

Your area: Westfield Village 511010

Your home:
1 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
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Fire Safety	£0.00	£32.46	£0.00
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Communal TV Aerials / System	£57.98	£7.35	£2.23
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Management Fee	£1,302.25	£50.22	£49.62
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Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

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However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
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Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

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September 2021

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000023

MR D FITCH
6 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

574939

Date: 24 September 2021

Dear MR D FITCH

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197013

Your area: Westfield Village 511010

Your home:
6 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£11.30	£8.72
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

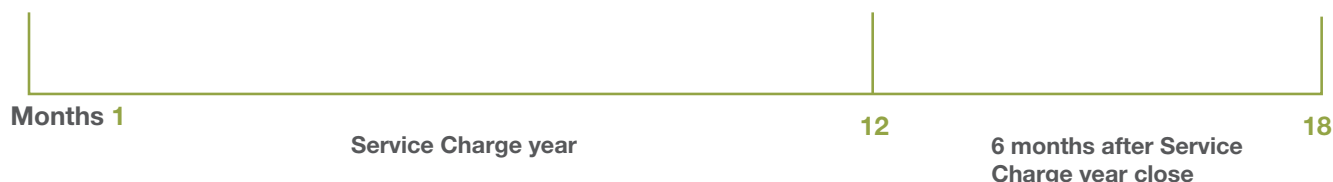
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

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(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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We're open Monday to Friday, 8am – 8pm

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000024

MR P FOWLER
4 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

111859

Date: 24 September 2021

Dear MR P FOWLER

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

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- A Summary of Tenant's Rights and Obligations.

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Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197014

Your area: Westfield Village 511010

Your home:
4 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
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Fire Safety	£0.00	£32.46	£0.00
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Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

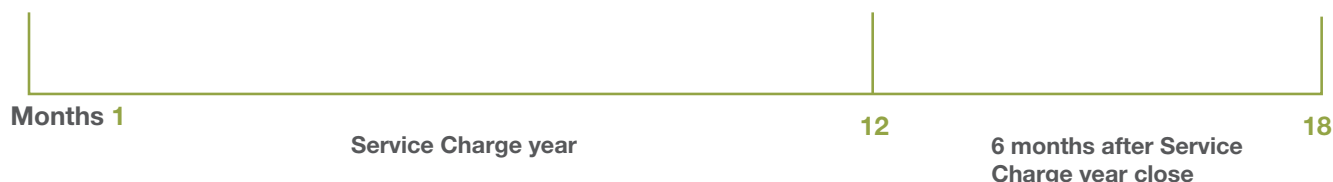
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000025

MISS B O'TOOLE
7 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

574942

Date: 24 September 2021

Dear MISS B O'TOOLE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 220697

Your area: Westfield Village 511010

Your home:
7 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£11.30	£8.72
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

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We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
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Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

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September 2021

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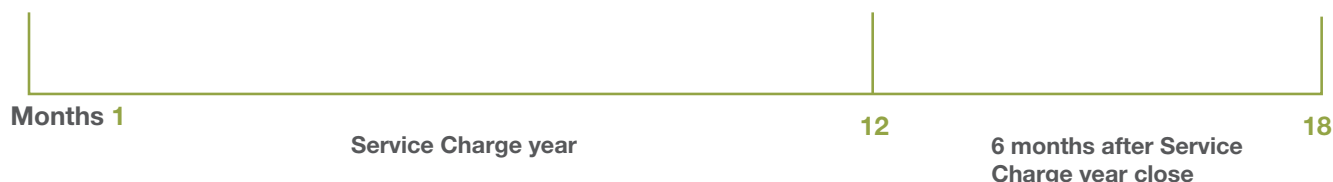
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Service Charge financial year end

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- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000026

MR P M LAFFERTY
8 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

574944

Date: 24 September 2021

Dear MR P M LAFFERTY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197017

Your area: Westfield Village 511010

Your home:
8 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£11.30	£8.72
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

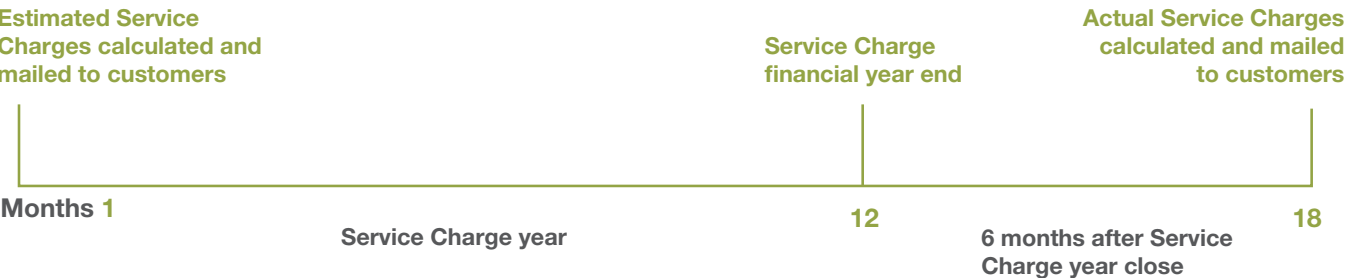
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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MR J BOND
9 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

574947

Date: 24 September 2021

Dear MR J BOND

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

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Kind regards



Rae Sutton
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a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197020

Your area: Westfield Village 511010

Your home:
9 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
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Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
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Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
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Starting Balance	-£905.80
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Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
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September 2021

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Final Accounts (Service Charge Actuals)

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An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000028

MR R HARGREAVES
10 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

116512

Date: 24 September 2021

Dear MR R HARGREAVES

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197021

Your area: Westfield Village 511010

Your home:
10 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£11.30	£8.72
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
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- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

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(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000029

MR R CLELLAND
11 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

111795

Date: 24 September 2021

Dear MR R CLELLAND

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 197023

Your area: Westfield Village 511010

Your home:
11 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£11.30	£8.72
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000030

DR D ARCHARD & MS M LYNN
FLAT D
2 UNIVERSITY STREET
BELFAST
NORTHERN IRELAND
BT7 1FZ

Your payment reference

71468

Date: 24 September 2021

Dear DR D ARCHARD & MS M LYNN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 220694

Your area: Westfield Village 511010

Your home:
1 HAIG AVENUE
WESTFIELD VILLAGE
LA1 5PB

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

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Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
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Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
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Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
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**Actual Service Charges
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End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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Types of service charge costs continued

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Freeholder	A company / person who owns the building outright.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000031

MS J DEROBERT
2 PEEL CRESCENT
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NY

Your payment reference

574970

Date: 24 September 2021

Dear MS J DEROBERT

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196986

Your area: Westfield Village 511010

Your home:
2 PEEL CRESCENT
WESTFIELD VILLAGE
LA1 5NY

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
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- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000032

MR NOEL LIVESAY
BACK OT LINES
25A STANKELT ROAD
SILVERDALE
CARNFORTH
LANCS
LA5 0TF

Your payment reference

19608

Date: 24 September 2021

Dear MR NOEL LIVESAY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196987

Your area: Westfield Village 511010

Your home:
2 STOREY AVENUE
WESTFIELD VILLAGE
LA1 5NX

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

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However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
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Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

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Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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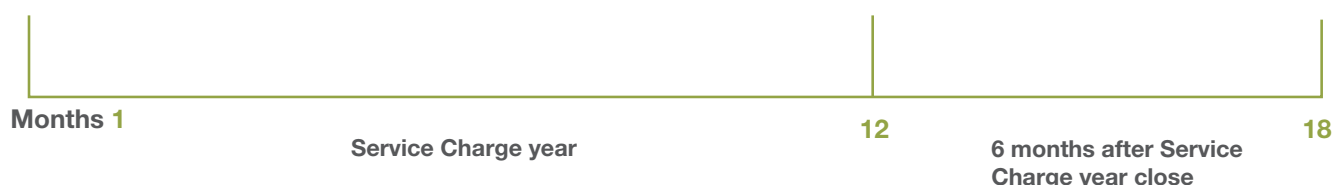
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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

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 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000033

MS L DAVIS & MR B GOWDY
3 PEEL CRESCENT
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NY

Your payment reference

19610

Date: 24 September 2021

Dear MS L DAVIS & MR B GOWDY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196988

Your area: Westfield Village 511010

Your home:
3 PEEL CRESCENT
WESTFIELD VILLAGE
LA1 5NY

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000034

MISS J GORICK
6 STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NX

Your payment reference

76159

Date: 24 September 2021

Dear MISS J GORICK

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196990

Your area: Westfield Village 511010

Your home:

6 STOREY AVENUE
WESTFIELD VILLAGE
LA1 5NX

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

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How do variable service charges work?

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Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000035

MR P FERGUSON.
3 STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NX

Your payment reference

574975

Date: 24 September 2021

Dear MR P FERGUSON.

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196991

Your area: Westfield Village 511010

Your home:
3 STOREY AVENUE
WESTFIELD VILLAGE
LA1 5NX

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
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September 2021

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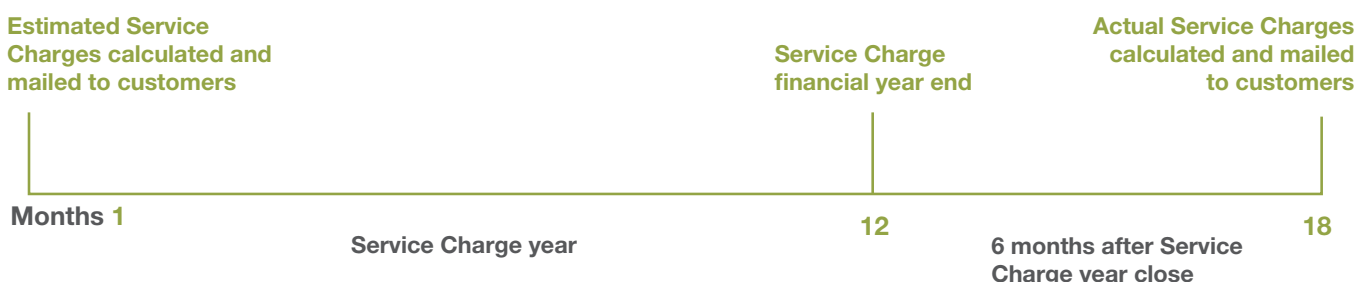
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Freeholder	A company / person who owns the building outright.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
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- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

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(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

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(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000036

MR DARREN LLOYD & MISS ERIKA DE BERNGUER
CESA
4 PEEL CRESCENT
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NY

Your payment reference

19612

Date: 24 September 2021

Dear MR DARREN LLOYD & MISS ERIKA DE BERNGUER CESA

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196992

Your area: Westfield Village 511010

Your home:
4 PEEL CRESCENT
WESTFIELD VILLAGE
LA1 5NY

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

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Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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 **www.guinnesspartnership.com**

000037

MR A REDPATH
4 PORRITT AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NZ

Your payment reference

19613

Date: 24 September 2021

Dear MR A REDPATH

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

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a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 220695

Your area: Westfield Village 511010

Your home:
4 PORRITT AVENUE
WESTFIELD VILLAGE
LA1 5NZ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

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Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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For the year
1 April 2020 to 31 March 2021

Description	Balance
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Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
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Starting Balance	-£905.80
Income	£0.00
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Starting Balance	£25,075.20
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September 2021

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

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At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

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Actual Service Charges calculated and mailed to customers



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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000038

GUGLIELMO LULLI FORMA MILLER HOMES
9 HAIG AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5PB

Your payment reference

574979

Date: 24 September 2021

Dear GUGLIELMO LULLI FORMA MILLER HOMES

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196994

Your area: Westfield Village 511010

Your home:
9 HAIG AVENUE
WESTFIELD VILLAGE
LA1 5PB

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

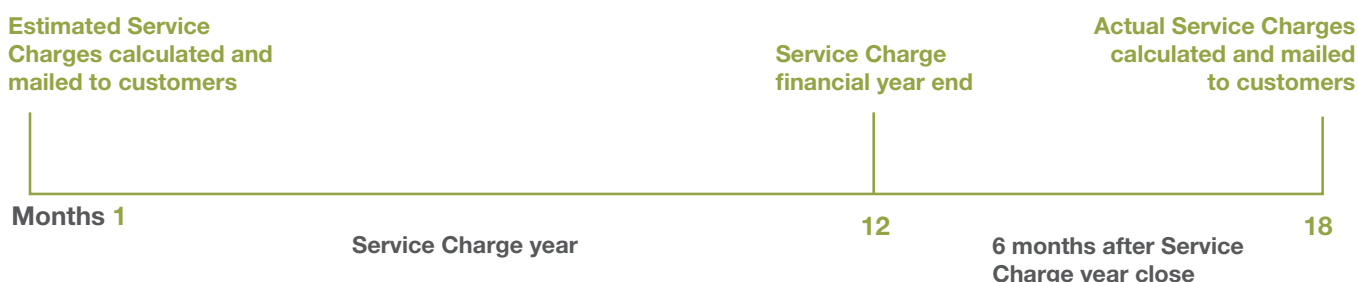
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End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000039

MR & MRS HIND
5 PEEL CRESCENT
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NY

Your payment reference

64139

Date: 24 September 2021

Dear MR & MRS HIND

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196995

Your area: Westfield Village 511010

Your home:
5 PEEL CRESCENT
WESTFIELD VILLAGE
LA1 5NY

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

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What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000040

MR STEPHEN DAVID KERFOOT & KIRSTEN FAY
GROVE
6 PEEL CRESCENT
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NY

Your payment reference

63069

Date: 24 September 2021

Dear MR STEPHEN DAVID KERFOOT & KIRSTEN FAY GROVE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196996

Your area: Westfield Village 511010

Your home:
6 PEEL CRESCENT
WESTFIELD VILLAGE
LA1 5NY

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000041

MR KEVIN HARWOOD
10 PEEL CRESCENT
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NY

Your payment reference

65933

Date: 24 September 2021

Dear MR KEVIN HARWOOD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196997

Your area: Westfield Village 511010

Your home:
10 PEEL CRESCENT
WESTFIELD VILLAGE
LA1 5NY

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

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Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000042

MR & MRS D BOUSEFIELD
16 STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NX

Your payment reference

19620

Date: 24 September 2021

Dear MR & MRS D BOUSEFIELD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196998

Your area: Westfield Village 511010

Your home:
16 STOREY AVENUE
WESTFIELD VILLAGE
LA1 5NX

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

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- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000043

MR C KENNEDY
17 PEEL CRESCENT
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NY

Your payment reference

19621

Date: 24 September 2021

Dear MR C KENNEDY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196999

Your area: Westfield Village 511010

Your home:
17 PEEL CRESCENT
WESTFIELD VILLAGE
LA1 5NY

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Tree Works/Landscaping	£2,850.50	£1.05	£129.57
Estate Service Cost	£3,669.11	£271.91	£166.78
Surplus Deficit			
Surplus/Deficit	-£2,334.00	-£106.09	-£106.09
Total Charges		£166.87	£190.26
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000044

MR A THOMPSON
15 PORRITT AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NZ

Your payment reference

575000

Date: 24 September 2021

Dear MR A THOMPSON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

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a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 220692

Your area: Westfield Village 511010

Your home:
15 PORRITT AVENUE
WESTFIELD VILLAGE
LA1 5NZ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£1.83	£1.41
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£48.80	£48.52
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£111.22	-£111.22
Total Charges		£262.91	£260.77
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£2.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

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September 2021

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Final Accounts (Service Charge Actuals)

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**Estimated Service
Charges calculated and
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**Service Charge
financial year end**

**Actual Service Charges
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 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000045

MRS S WILLIAMSON
11 PORRITT AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NZ

Your payment reference

108368

Date: 24 September 2021

Dear MRS S WILLIAMSON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196958

Your area: Westfield Village 511010

Your home:
11 PORRITT AVENUE
WESTFIELD VILLAGE
LA1 5NZ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£1.83	£1.41
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£48.80	£48.52
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£111.22	-£111.22
Total Charges		£262.91	£260.77
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£2.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

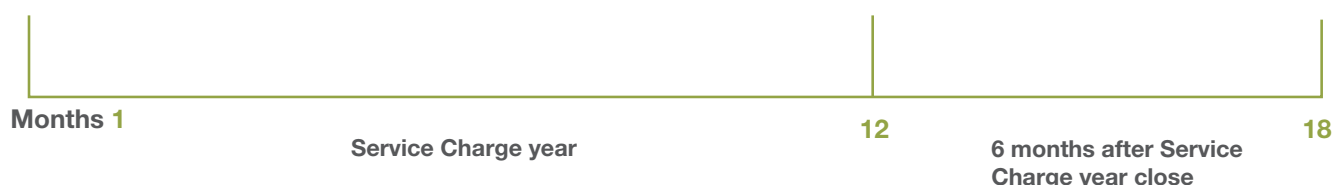
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000046

MR C THEOBALD
16 PORRITT AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NZ

Your payment reference

575004

Date: 24 September 2021

Dear MR C THEOBALD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196960

Your area: Westfield Village 511010

Your home:
16 PORRITT AVENUE
WESTFIELD VILLAGE
LA1 5NZ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£1.83	£1.41
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£48.80	£48.52
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£111.22	-£111.22
Total Charges		£262.91	£260.77
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£2.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000047

MR J GRIBBLE
17 PORRITT AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NZ

Your payment reference

609363

Date: 24 September 2021

Dear MR J GRIBBLE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196961

Your area: Westfield Village 511010

Your home:
17 PORRITT AVENUE
WESTFIELD VILLAGE
LA1 5NZ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£47.07	£36.33
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£55.59	£53.76
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£49.44	-£49.44
Total Charges		£376.72	£362.71
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£14.01

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

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(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000048

MR T S HUNT
18 PORRITT AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NZ

Your payment reference

672202

Date: 24 September 2021

Dear MR T S HUNT

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196964

Your area: Westfield Village 511010

Your home:
18 PORRITT AVENUE
WESTFIELD VILLAGE
LA1 5NZ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£47.07	£36.33
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£55.59	£53.76
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£78.56	-£78.56
Total Charges		£347.60	£333.59
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£14.01

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.









We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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 **www.guinnesspartnership.com**

000049

MR N DUNNE
19 PORRITT AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5NZ

Your payment reference

574447

Date: 24 September 2021

Dear MR N DUNNE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

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a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 196965

Your area: Westfield Village 511010

Your home:
19 PORRITT AVENUE
WESTFIELD VILLAGE
LA1 5NZ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£1.83	£1.41
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£48.80	£48.52
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£111.22	-£111.22
Total Charges		£262.91	£260.77
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£2.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

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However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

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September 2021

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

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 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000050

MR K MAUDSLEY
18 LEY COURT
STOREY AVENUE
WESTFIELD VILLAGE
LANCASTER
LANCASHIRE
LA1 5QG

Your payment reference

573294

Date: 24 September 2021

Dear MR K MAUDSLEY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 195414

Your area: Westfield Village 511010

Your home:
18 LEY COURT
STOREY AVENUE
LA1 5QG

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£307.96	£11.30	£8.72
Fire Safety	£0.00	£32.46	£0.00
Door Entry	£314.38	£18.00	£12.09
Communal TV Aerials / System	£57.98	£7.35	£2.23
Tree Works/Landscaping	£3,498.33	£1.00	£134.55
Estate Service Cost	£4,503.00	£264.69	£173.19
Management fee			
Management Fee	£1,302.25	£50.22	£49.62
Surplus Deficit			
Surplus/Deficit	-£2,609.00	-£104.39	-£104.39
Total Charges		£280.63	£276.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£4.62

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£159.77
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£159.77
Door Entry SFB	
Starting Balance	-£905.80
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	-£905.80
TV Aerial SFB	
Starting Balance	£25,075.20
Income	£0.00
Interest at 0.3%	£75.23
Finishing Balance	£25,150.43

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000051

MISS E B POWLESLAND
35 FARM HILL
EXWICK
EXETER
DEVON
EX4 2LW

Your payment reference

536863

Date: 24 September 2021

Dear MISS E B POWLESLAND

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 158

Your area: EXWICK 701080

Your home:

35 FARM HILL

EXWICK

EX4 2LW

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Cleaning	£9,384.52	£19.25	£19.35
Communal Electricity	£4,740.43	£19.28	£25.76
Fly Tipping Removal	£8,020.20	£19.13	£43.59
Gardening	£10,416.00	£65.10	£56.61
Communal Water	£232.04	£0.78	£0.83
Laundry	£514.75	£1.97	£2.80
Bin Hire	£0.00	£29.35	£0.00
Estate Service Cost	£12,773.04	£42.90	£69.42
Tree Works/Landscaping	£1,173.60	£5.70	£6.38
Communal Lighting Bulbs	£463.51	£2.33	£2.52
Bin Cleaning	£0.00	£1.30	£0.00
Management fee			
Management Fee	£7,157.71	£31.06	£34.09
Surplus Deficit			
Surplus/Deficit	-£3,433.71	-£11.66	-£11.66
Total Charges		£226.49	£249.69
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£23.20

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year

increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholder SFB	
Starting Balance	£67,952.90
Income	£0.00
Interest at 0.3%	£218.63
Finishing Balance	£68,171.53

Your Service Charges Explained

September 2021

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How do variable service charges work?

Types of service charge costs.....

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What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

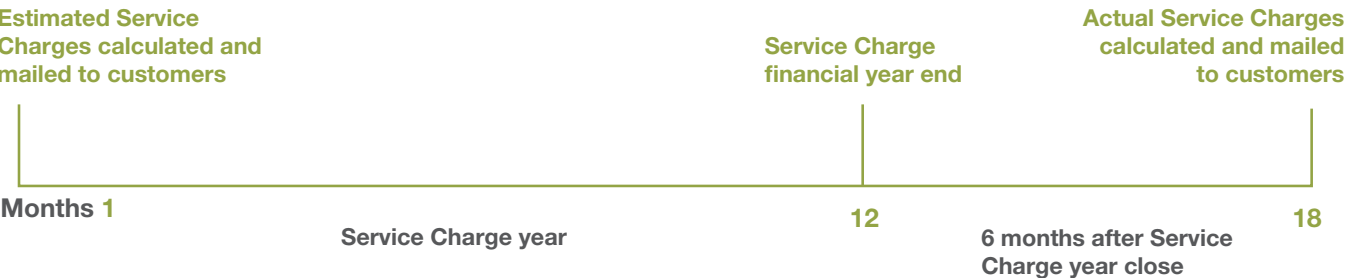
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.









We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Service Charge Element	Description of cost
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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
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Types of service charge costs continued

Service Charge Element	Description of cost
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
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 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000052

MR L MCMANUS
36 KENSINGTON ROAD
BROADFIELD
CRAWLEY
SUSSEX
RH11 9NT

Your payment reference

537040

Date: 24 September 2021

Dear MR L MCMANUS

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 1632

Your area: CRAWLEY 620180

Your home:
36 KENSINGTON ROAD
BROADFIELD
RH11 9NT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£230.00	£23.00	£23.00
Communal Electricity	£3,017.44	£4.51	£2.94
Fly Tipping Removal	£7,604.68	£19.44	£20.61
Pest Control Services	£6,463.80	£0.59	£17.52
Communal TV Aerials / System	£5,247.86	£0.52	£14.22
Tree Works/Landscaping	£826.80	£7.16	£2.24
Estate Service Cost	£122,280.53	£379.84	£331.38
Playground	£1,863.10	£18.14	£5.05
Management fee			
Management Fee	£22,095.63	£64.53	£59.09
Surplus Deficit			
Surplus/Deficit	-£6,939.28	-£18.42	-£18.42
Total Charges		£499.31	£457.63
This means the original estimate was too much by: This will be credited to your Guinness account			-£41.68

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£49,904.35
Income	£1,457.30
Interest at 0.3%	£144.91
Finishing Balance	£51,506.56

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

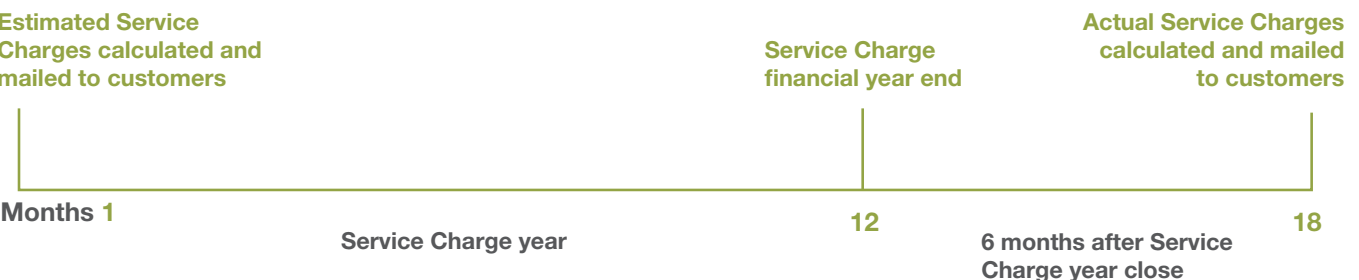
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Service Charge Accounts**Accountants Report of the Factual
Findings to the Landlord of
CRAWLEY**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for CRAWLEY. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

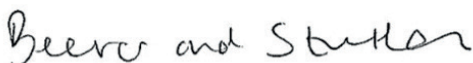
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

**Beever and Struthers
Chartered Accountants**

St George's House,
215/219 Chester Road
Manchester M15 4JE

- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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However, you do not have these rights where —

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 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000053

MRS JEFFS
6 MERTON CLOSE
ARNOLD
NOTTINGHAM
NG5 8AY

Your payment reference

284092

Date: 24 September 2021

Dear MRS JEFFS

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 8337

Your area: Arnold 501280

Your home:
6 MERTON CLOSE
ARNOLD
NG5 8AY

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Fly Tipping Removal	£1,524.00	£4.77	£6.38
Gardening	£19,538.16	£81.75	£81.75
Tree Works/Landscaping	£20,112.51	£2.58	£84.15
Playground	£644.78	£5.31	£2.69
Management fee			
Management Fee	£6,272.92	£14.16	£26.25
Surplus Deficit			
Surplus/Deficit	-£7,031.92	-£21.98	-£21.98
Total Charges		£86.59	£179.24
This means the original estimate was too little by: This will be debited to your Guinness account			£92.65

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Alarm System SFB	
Starting Balance	-£1,017.76
Income	£344.83
Interest at 0.3%	£0.00
Finishing Balance	-£672.93
Door Entry SFB	
Starting Balance	£4,435.55
Income	£137.98
Interest at 0.3%	£13.31
Finishing Balance	£3,654.83
Lift SFB	
Starting Balance	£3,093.55
Income	£367.71
Interest at 0.3%	£9.28
Finishing Balance	£1,455.11
Warden Call SFB	
Starting Balance	£31,285.49
Income	£0.00
Interest at 0.3%	£93.86

Description	Balance
Finishing Balance	£31,379.35

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Arnold**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Arnold. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

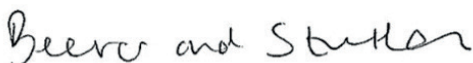
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000054

MS T M J LEWSEY
16 TAVISTOCK DRIVE
BILLERICAY
ESSEX
CM12 0NW

Your payment reference

678001

Date: 24 September 2021

Dear MS T M J LEWSEY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 11936

Your area: BILLERICAY 630040

Your home:
16 TAVISTOCK DRIVE
BILLERICAY
CM12 0NW

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Fly Tipping Removal	£259.00	£7.12	£3.12
Fire Safety	£164.76	£20.04	£6.87
Electrical Testing	£184.80	£5.21	£7.70
Door Entry	£0.00	£39.00	£0.00
Tree Works/Landscaping	£2,597.76	£0.59	£31.30
Estate Service Cost	£10,750.61	£111.35	£129.53
Management fee			
Management Fee	£2,093.54	£27.50	£26.78
Surplus Deficit			
Surplus/Deficit	-£2,602.00	-£17.15	-£17.16
Total Charges		£193.66	£188.14
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£5.52

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

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An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
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 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000055

M CROUCHER
24 THE BEECHES
SALISBURY ROAD
ST ANNES
BRISTOL
BS4 4ES

Your payment reference

547848

Date: 24 September 2021

Dear M CROUCHER

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 19444

Your area: THE BEECHES 810300

Your home:

24 THE BEECHES
SALISBURY ROAD
BS4 4ES

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£414.00	£23.00	£23.00
Building Insurance	£1,872.00	£104.00	£104.00
Cleaning	£8,265.40	£208.36	£295.19
Communal Electricity	£5,411.53	£78.11	£193.27
Fly Tipping Removal	£765.00	£3.36	£27.32
Gardening	£4,125.36	£147.32	£147.33
Fire Safety	£639.00	£46.22	£22.82
Door Entry	£658.20	£0.00	£23.51
Snow & Ice Clearance	£32.15	£0.78	£1.79
Tree Works/Landscaping	£351.60	£14.46	£12.56
Communal Lighting Bulbs	£445.57	£20.57	£15.91
Management fee			
Management Fee	£3,104.07	£77.88	£110.96
Total Charges		£724.06	£977.66
This means the original estimate was too little by: This will be debited to your Guinness account			£253.60

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

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Freeholder	A company / person who owns the building outright.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
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Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **THE BEECHES**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for THE BEECHES. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

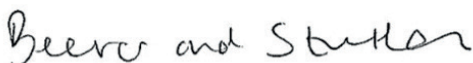
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
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(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000056

MR P WOODWARD
2 TENNYSON CRESCENT
WATERLOOVILLE
HANTS
PO7 6AF

Your payment reference

638297

Date: 24 September 2021

Dear MR P WOODWARD

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 31038

Your area: TENNYSON CRESCENT, 2 - 24B 703240

Your home:
2 TENNYSON CRESCENT
WATERLOOVILLE
PO7 6AF

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£69.00	£23.00	£23.00
Building Insurance	£312.00	£104.00	£104.00
Cleaning	£90.30	£32.67	£30.10
Window Cleaning	£6.12	£1.33	£2.04
Communal Electricity	£0.00	£1.00	£0.00
Fly Tipping Removal	£101.31	£29.67	£33.77
Fire Safety	£51.08	£21.34	£17.02
Communal TV Aerials / System	£1.74	£4.67	£0.58
Estate Service Cost	£248.35	£179.67	£82.78
Ground Rent	£30.00	£10.00	£10.00
Management fee			
Management Fee	£74.84	£40.55	£24.94
Sinking funds			
Cyclical Provision	£302.00	£70.00	£70.00
Total Charges		£517.90	£398.23

**This means the original estimate was too much by:
This will be credited to your Guinness account**

-£119.67

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
External Decoration SFB	
Starting Balance	£468.58
Income	£0.00
Interest at 0.3%	£0.00
Finishing Balance	£468.58

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **TENNYSON CRESCENT, 2 - 24B**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for TENNYSON CRESCENT, 2 - 24B. In accordance with our

engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

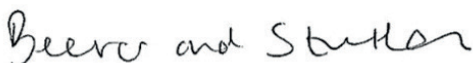
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000057

MR R KANE
22 CLARIDGE CLOSE
LEIGHTON BUZZARD
LU7 4TW

Your payment reference

657179

Date: 24 September 2021

Dear MR R KANE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

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a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 136992

Your area: CLARIDGE CLOSE 640480

Your home:
22 CLARIDGE CLOSE
LEIGHTON BUZZARD
LU7 4TW

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Cleaning	£994.73	£180.83	£165.79
Window Cleaning	£174.68	£35.34	£29.12
Communal Electricity	£1,821.08	£33.17	£60.70
Fly Tipping Removal	£636.00	£7.00	£70.67
Fire Safety	£206.26	£28.67	£34.38
Estate Service Cost	£300.91	£85.50	£10.03
Management fee			
Management Fee	£620.05	£55.58	£55.60
Surplus Deficit			
Surplus/Deficit	£1,936.56	£1,021.95	£1,021.72
Total Charges		£1,448.04	£1,448.01
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.03

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

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You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000058

MRS J INGRAM
3 THE POPLARS
HINCHINGBROOKE
CAMBRIDGESHIRE
PE29 6JZ

Your payment reference

330792

Date: 24 September 2021

Dear MRS J INGRAM

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 151668

**Your area: HINCHINGBROOKE
PARK-EAST 640920**

Your home:
3 THE POPLARS
HINCHINGBROOKE
PE29 6JZ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£115.01	£23.00	£23.00
Building Insurance	£1,560.00	£104.00	£104.00
Fly Tipping Removal	£444.70	£5.20	£88.94
Gardening	£849.36	£104.20	£169.87
Management fee			
Management Fee	£194.11	£16.41	£38.82
Total Charges		£252.81	£424.63
This means the original estimate was too little by: This will be debited to your Guinness account			£171.82

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

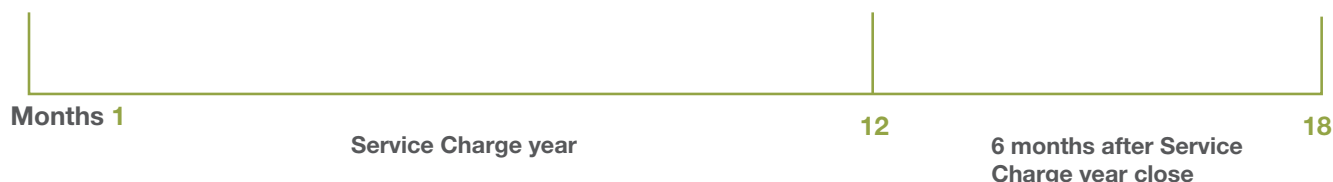
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
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Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **HINCHINGBROOKE PARK-EAST**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for HINCHINGBROOKE PARK-EAST. In accordance with our

engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

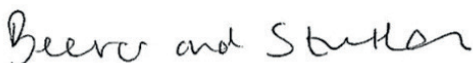
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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- who should pay the service charge and who it should be paid to;
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000059

MISS N BUYS
FLAT 6
42 PANCRAS WAY
LONDON
E3 2SQ

Your payment reference

554880

Date: 24 September 2021

Dear MISS N BUYS

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

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Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 151795

Your area: LEFEVRE WALK 610480

Your home:

FLAT 6
42 PANCRAS WAY
E3 2SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£69.00	£23.00	£23.00
Building Insurance	£104.00	£104.00	£104.00
Window Cleaning	£45.90	£16.21	£3.28
Communal Electricity	£774.92	£195.14	£196.13
Fly Tipping Removal	£0.00	£13.38	£0.00
Pest Control Services	£0.00	£2.71	£0.00
Fire Safety	£204.87	£129.72	£18.07
Communal Lighting Bulbs	£0.00	£11.14	£0.00
Door Entry	£0.00	£29.45	£0.00
Estate Service Cost	£7,754.75	£717.28	£553.91
Managing Agent Charge	£7,358.93	£167.32	£175.72
Management fee			
Management Fee	£1,317.07	£167.25	£115.71
Total Charges		£1,576.60	£1,189.82
This means the original estimate was too much by: This will be credited to your Guinness account			-£386.78

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

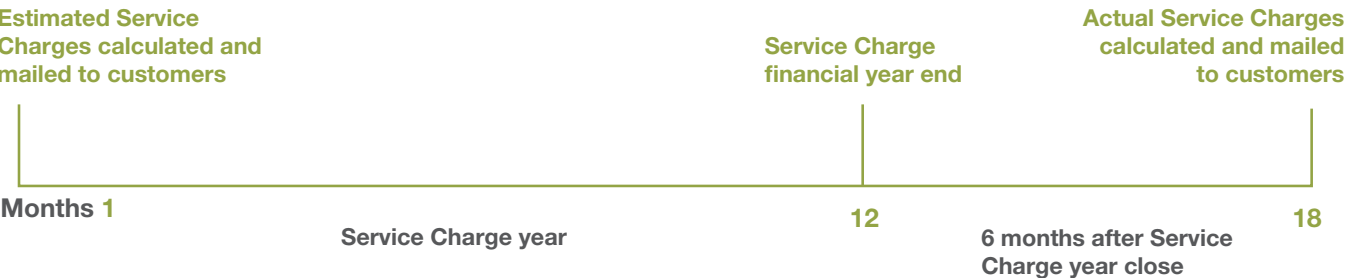
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
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 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
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A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **LEFEVRE WALK**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for LEFEVRE WALK. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

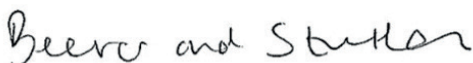
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000060

MS M BERESFORD
2 HOMEWARD COURT
LOUGHTON
MILTON KEYNES
MK5 8ET

Your payment reference

461164

Date: 24 September 2021

Dear MS M BERESFORD

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 175204

Your area: LOUGHTON S/K S/O 641110

Your home:
2 HOMEWARD COURT
LOUGHTON
MK5 8ET

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£276.00	£23.00	£23.00
Building Insurance	£1,248.00	£104.00	£104.00
Cleaning	£413.04	£90.42	£34.42
Window Cleaning	£79.68	£6.58	£6.64
Communal Electricity	£137.49	£12.00	£11.46
Gardening	£1,247.58	£110.08	£103.96
Communal TV Aerials / System	£551.12	£16.00	£45.93
Management fee			
Management Fee	£364.34	£35.26	£30.36
Sinking funds			
Capital Provision	£1,504.04	£125.33	£125.33
Total Charges		£522.67	£485.10
This means the original estimate was too much by: This will be credited to your Guinness account			-£37.57

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
CAPITAL SFB	
Starting Balance	£13,483.13
Income	£1,504.00
Interest at 0.3%	£40.33
Finishing Balance	£15,027.46

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September 2021

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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

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Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **LOUGHTON S/K S/O**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for LOUGHTON S/K S/O. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

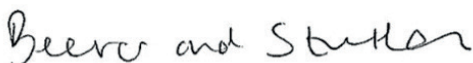
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000061

MR S BOWCUTT
61 LYNEHAM DRIVE
QUEDGELEY
GLOUCESTERSHIRE
GL2 2AW

Your payment reference

555007

Date: 24 September 2021

Dear MR S BOWCUTT

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 152016

Your area: Kingsway Area TGP 708280

Your home:
61 LYNEHAM DRIVE
QUEDGELEY
GL2 2AW

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Fly Tipping Removal	£16.71	£6.00	£16.71
Management fee			
Management Fee	£2.51	£0.90	£2.51
Total Charges		£6.90	£19.22
This means the original estimate was too little by: This will be debited to your Guinness account			£12.32

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy








We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Kingsway Area TGP**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Kingsway Area TGP. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

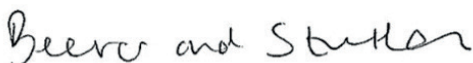
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000062

MS R BOYLAN
FLAT 2
THE SIDINGS
MANGOTSFIELD
BRISTOL
GLOUCESTERSHIRE
BS16 9QW

Your payment reference

555463

Date: 24 September 2021

Dear MS R BOYLAN

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 152811

**Your area: SIDINGS AND PINES
(SISTON) 707260**

Your home:

FLAT 2
THE SIDINGS
BS16 9QW

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£253.00	£23.00	£23.00
Building Insurance	£1,144.00	£104.00	£104.00
Gardening	£2,933.77	£158.27	£177.02
Depreciation	£418.88	£13.09	£13.09
Management fee			
Management Fee	£440.07	£23.74	£26.55
Sinking funds			
Capital Provision	£1,666.02	£277.67	£277.67
Total Charges		£599.77	£621.33
This means the original estimate was too little by: This will be debited to your Guinness account			£21.56

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£20,614.66
Income	£1,665.81
Interest at 0.3%	£56.68
Finishing Balance	£17,146.73

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

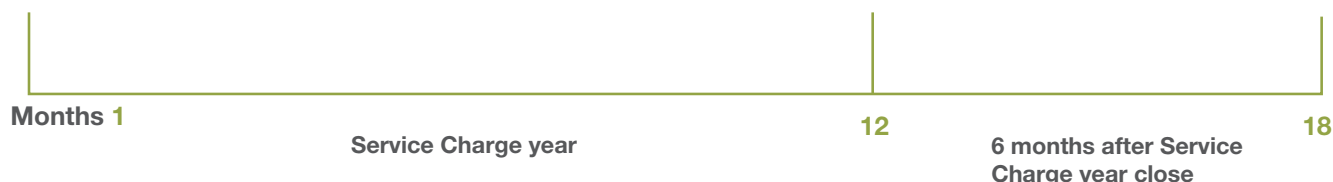
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
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Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **SIDINGS AND PINES (SISTON)**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for SIDINGS AND PINES (SISTON). In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

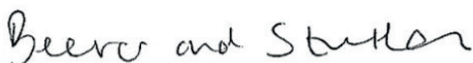
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000063

MRS S MUTSURE
25 EROS AVENUE
SOUTHEND ON SEA
SS2 4GN

Your payment reference

331272

Date: 24 September 2021

Dear MRS S MUTSURE

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 162427

Your area: LIFSTAN WAY 630390

Your home:

25 EROS AVENUE
SOUTHEND ON SEA
SS2 4GN

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£92.00	£23.00	£23.00
Building Insurance	£416.00	£104.00	£104.00
Fly Tipping Removal	£162.19	£23.00	£40.55
Tree Works/Landscaping	£0.00	£1.75	£0.00
Fire Safety	£0.00	£15.50	£0.00
Managing Agent Charge	£772.24	£157.75	£193.06
Management fee			
Management Fee	£24.33	£6.04	£6.08
Total Charges		£331.04	£366.69
This means the original estimate was too little by: This will be debited to your Guinness account			£35.65

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

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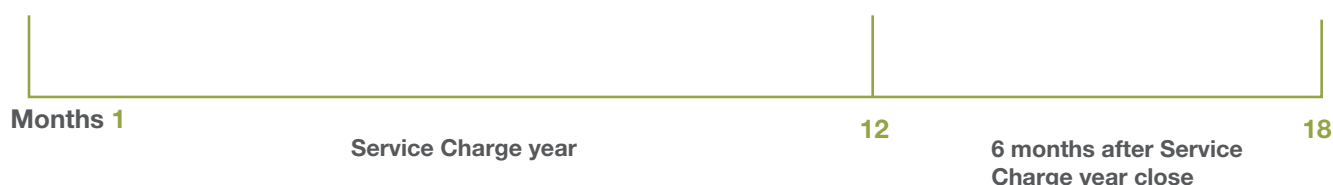
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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
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Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **LIFSTAN WAY**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for LIFSTAN WAY. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

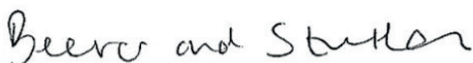
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000064

MR J SKIBA
FLAT 12
JERSEY HOUSE
PALMERSTON ROAD
WESTCLIFF ON SEA
SS0 7FJ

Your payment reference

339393

Date: 24 September 2021

Dear MR J SKIBA

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 163485

Your area: JERSEY HOUSE 630370

Your home:

FLAT 12
JERSEY HOUSE
SS0 7FJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£92.00	£23.00	£23.00
Building Insurance	£416.00	£104.00	£104.00
CCTV & External Alarms	£5.23	£42.00	£1.31
Cleaning	£416.10	£113.50	£104.03
Communal Electricity	£349.06	£38.00	£87.27
Fly Tipping Removal	£243.84	£23.50	£60.96
Automatic Gates & Barriers	£13.73	£50.25	£3.43
Fire Safety	£797.67	£144.00	£199.42
Water Safety	£21.00	£5.25	£5.25
Estate Service Cost	£400.02	£101.75	£100.01
Management fee			
Management Fee	£337.00	£77.74	£84.25
Sinking funds			
Capital Provision	£2,052.48	£513.00	£513.12
Total Charges		£1,235.99	£1,286.05
This means the original estimate was too little by: This will be debited to your Guinness account			£50.06

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£27,742.01
Income	£2,565.60
Interest at 0.3%	£75.30
Finishing Balance	£29,438.10

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **JERSEY HOUSE**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for JERSEY HOUSE. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

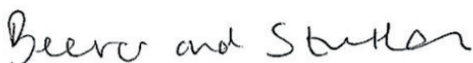
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Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000065

MRS B LONG
FLAT 13
JERSEY HOUSE
PALMERSTON ROAD
WESTCLIFF ON SEA
SS0 7FJ

Your payment reference

339396

Date: 24 September 2021

Dear MRS B LONG

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
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Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 163486

Your area: JERSEY HOUSE 630370

Your home:

FLAT 13
JERSEY HOUSE
SS0 7FJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£92.00	£23.00	£23.00
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This means the original estimate was too little by: This will be debited to your Guinness account			£50.06

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£27,742.01
Income	£2,565.60
Interest at 0.3%	£75.30
Finishing Balance	£29,438.10

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
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End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
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 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
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Types of service charge costs continued

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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
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Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **JERSEY HOUSE**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for JERSEY HOUSE. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

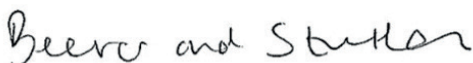
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000066

MR R CABLE & MISS E V ARCHER
FLAT 14
JERSEY HOUSE
PALMERSTON ROAD
WESTCLIFF ON SEA
SS0 7FJ

Your payment reference

351033

Date: 24 September 2021

Dear MR R CABLE & MISS E V ARCHER

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 163487

Your area: JERSEY HOUSE 630370

Your home:

FLAT 14
JERSEY HOUSE
SS0 7FJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£92.00	£23.00	£23.00
Building Insurance	£416.00	£104.00	£104.00
CCTV & External Alarms	£5.23	£42.00	£1.31
Cleaning	£416.10	£113.50	£104.03
Communal Electricity	£349.06	£38.00	£87.27
Fly Tipping Removal	£243.84	£23.50	£60.96
Automatic Gates & Barriers	£13.73	£50.25	£3.43
Fire Safety	£797.67	£144.00	£199.42
Water Safety	£21.00	£5.25	£5.25
Estate Service Cost	£400.02	£101.75	£100.01
Management fee			
Management Fee	£337.00	£77.74	£84.25
Sinking funds			
Capital Provision	£2,052.48	£513.00	£513.12
Total Charges		£1,235.99	£1,286.05
This means the original estimate was too little by: This will be debited to your Guinness account			£50.06

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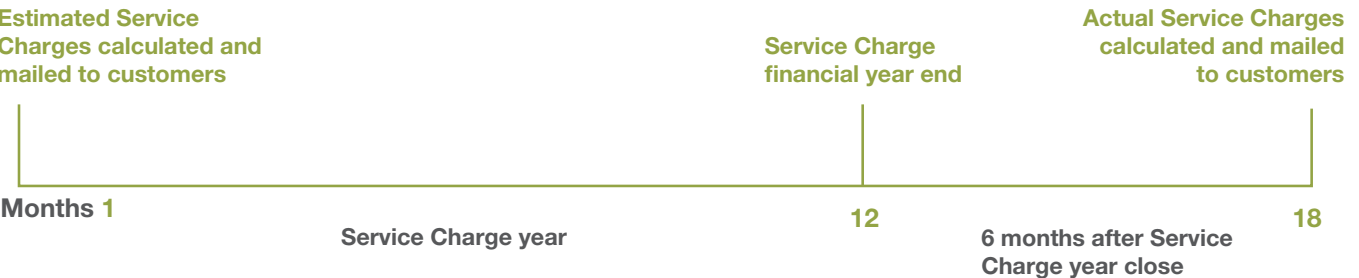
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Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **JERSEY HOUSE**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for JERSEY HOUSE. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

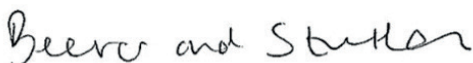
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000067

MR R CARTWRIGHT
FLAT 16
JERSEY HOUSE
PALMERSTON ROAD
WESTCLIFF ON SEA
SS0 7FJ

Your payment reference

474204

Date: 24 September 2021

Dear MR R CARTWRIGHT

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 163489

Your area: JERSEY HOUSE 630370

Your home:

FLAT 16
JERSEY HOUSE
SS0 7FJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£92.00	£23.00	£23.00
Building Insurance	£416.00	£104.00	£104.00
CCTV & External Alarms	£5.23	£42.00	£1.31
Cleaning	£416.10	£113.50	£104.03
Communal Electricity	£349.06	£38.00	£87.27
Fly Tipping Removal	£243.84	£23.50	£60.96
Automatic Gates & Barriers	£13.73	£50.25	£3.43
Fire Safety	£797.67	£144.00	£199.42
Water Safety	£21.00	£5.25	£5.25
Estate Service Cost	£400.02	£101.75	£100.01
Management fee			
Management Fee	£337.00	£77.74	£84.25
Sinking funds			
Capital Provision	£2,052.48	£513.00	£513.12
Total Charges		£1,235.99	£1,286.05
This means the original estimate was too little by: This will be debited to your Guinness account			£50.06

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£27,742.01
Income	£2,565.60
Interest at 0.3%	£75.30
Finishing Balance	£29,438.10

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.



We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **JERSEY HOUSE**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for JERSEY HOUSE. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

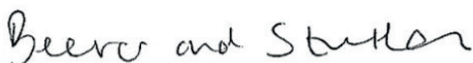
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Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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- who should pay the service charge and who it should be paid to;
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- a matter has been agreed or admitted by you;
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(7) If your landlord—

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(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

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(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000068

MISS M RIDPATH
23 SUTTON AVENUE
SEAFORD
E SUSSEX
BN25 4AX

Your payment reference

680408

Date: 24 September 2021

Dear MISS M RIDPATH

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 178474

Your area: NEWLANDS COURT 620470

Your home:
23 SUTTON AVENUE
SEAFORD
BN25 4AX

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£2,182.72	£91.60	£38.29
Fly Tipping Removal	£1,559.99	£3.23	£27.86
Pest Control Services	£54.00	£55.53	£0.95
Communal Water	£14.48	£2.00	£0.25
Fire Safety	£3,345.77	£0.00	£58.70
Estate Service Cost	£9,262.14	£127.20	£162.50
Management fee			
Management Fee	£2,462.87	£41.93	£43.28
Surplus Deficit			
Surplus/Deficit	£970.00	-£5.54	-£5.54
Total Charges		£315.95	£326.29
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£10.34

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

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At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

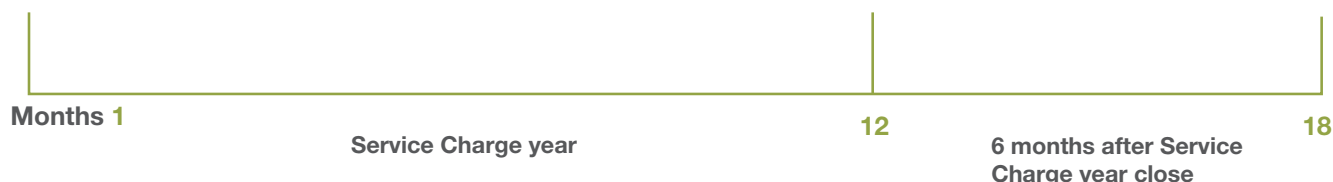
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An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000069

MISS G MELEADY
11 OWEN CLOSE
FAREHAM
HAMPSHIRE
PO16 7GZ

Your payment reference

610433

Date: 24 September 2021

Dear MISS G MELEADY

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 191197

Your area: Owen Close 740180

Your home:
11 OWEN CLOSE
FAREHAM
PO16 7GZ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£69.00	£23.00	£23.00
Building Insurance	£312.00	£104.00	£104.00
Cleaning	£397.32	£216.50	£198.66
Fire Safety	£54.92	£200.00	£27.46
Management fee			
Management Fee	£67.84	£62.48	£33.92
Sinking funds			
Capital Provision	£1,080.00	£439.80	£439.80
Total Charges		£1,045.78	£826.84
This means the original estimate was too much by: This will be credited to your Guinness account			-£218.94

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
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Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Owen Close**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Owen Close. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

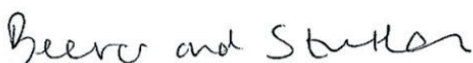
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000070

MRS J SAUNDERS
16 WILLOW BANK
PILKINGTON DRIVE
WHITEFIELD
MANCHESTER
GREATER MANCHESTER
M45 8JX

Your payment reference

580848

Date: 24 September 2021

Dear MRS J SAUNDERS

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 198514

Your area: Willow Bank 521140

Your home:

16 WILLOW BANK
PILKINGTON DRIVE
M45 8JX

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£690.00	£23.00	£23.00
Building Insurance	£3,120.00	£104.00	£104.00
Cleaning	£1,370.23	£102.63	£85.64
Window Cleaning	£501.00	£16.28	£17.28
Communal Electricity	£959.58	£33.81	£33.11
Gardening	£3,176.25	£119.50	£109.55
Pest Control Services	£0.00	£1.86	£0.00
Fire Safety	£0.00	£29.36	£0.00
Responsive Repairs	£5,978.35	£58.64	£206.22
Cyclical Provision	£2,999.96	£103.46	£103.46
Capital Provision	£19,999.10	£689.75	£689.72
Door Entry	£118.82	£11.18	£4.10
Warden Call	£530.64	£56.32	£18.30
Communal Lighting Bulbs	£143.72	£6.21	£4.96
Communal Boiler Costs	£527.58	£127.53	£18.19
Management fee			
Management Fee	£7,937.94	£273.81	£273.77
Total Charges		£1,757.34	£1,691.30
This means the original estimate was too much by: This will be credited to your Guinness account			-£66.08

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Capital SFB	
Starting Balance	£76,485.83
Income	£20,000.00
Interest at 0.2%	£152.97
Finishing Balance	£96,638.80
Cyclial SFB	
Starting Balance	£41,823.58
Income	£3,000.00
Interest at 0.2%	£0.00
Finishing Balance	£44,823.58

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

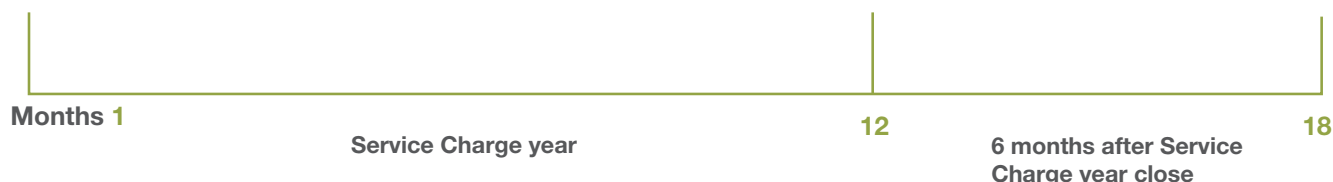
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.



We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Willow Bank**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Willow Bank. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

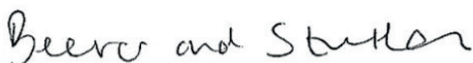
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000071

MR M GREENWOOD
17 ULLSWATER PARK
DRONFIELD WOODHOUSE
DRONFIELD
DERBYSHIRE
S18 8NL

Your payment reference

583135

Date: 24 September 2021

Dear MR M GREENWOOD

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
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If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 200990

Your area: Ullswater Park 521090

Your home:
17 ULLSWATER PARK
DRONFIELD WOODHOUSE
S18 8NL

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£506.00	£23.00	£23.00
Building Insurance	£2,288.00	£104.00	£104.00
Window Cleaning	£360.00	£16.36	£16.36
Gardening	£3,796.44	£172.55	£172.57
Cyclical Provision	£500.01	£22.73	£22.73
Capital Provision	£6,080.00	£276.36	£276.36
Warden Call	£1,477.47	£29.28	£67.16
Management fee			
Management Fee	£5,993.25	£272.41	£272.42
Sinking funds			
Tree Work Provision	£410.00	£18.64	£18.64
Total Charges		£935.33	£973.24
This means the original estimate was too little by: This will be debited to your Guinness account			£37.92

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Capital SFB	
Starting Balance	£45,652.20
Income	£6,080.00
Interest at 0.2%	£91.30
Finishing Balance	£51,823.50
Cyclical SFB	
Starting Balance	£8,467.69
Income	£500.01
Interest at 0.2%	£16.94
Finishing Balance	£8,984.64
Treeworks SFB	
Starting Balance	£1,095.81
Income	£410.00
Interest at 0.2%	£2.19
Finishing Balance	-£491.08

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September 2021

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Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy





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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Ullswater Park**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Ullswater Park. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

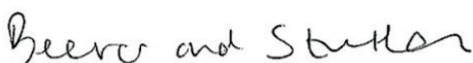
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000072

MISS O STOJKO & MR P SCRIVENS
18 MANVERS COURT
STATION ROAD
SHIREBROOK
NR MANSFIELD
NOTTINGHAMSHIRE
NG20 8TN

Your payment reference

675571

Date: 24 September 2021

Dear MISS O STOJKO & MR P SCRIVENS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 201604

Your area: Manvers Court 501990

Your home:
18 MANVERS COURT
STATION ROAD
NG20 8TN

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£216.00	£12.00	£12.00
Communal Electricity	£209.57	£8.39	£11.64
Fly Tipping Removal	£70.00	£48.89	£3.89
Gardening	£1,511.52	£83.94	£83.97
Pest Control Services	£0.00	£9.00	£0.00
Door Entry	£118.98	£0.00	£6.61
Management fee			
Management Fee	£327.60	£24.82	£18.20
Sinking funds			
TV Aerial Sinking Fund	£57.96	£3.22	£3.22
Surplus Deficit			
Surplus/Deficit	-£703.98	-£39.11	-£39.11
Total Charges		£151.15	£100.42
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£50.73

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
TV Aerial SFB	
Starting Balance	£2,540.82
Income	£0.00
Interest at 0.3%	£7.80
Finishing Balance	£2,548.62

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

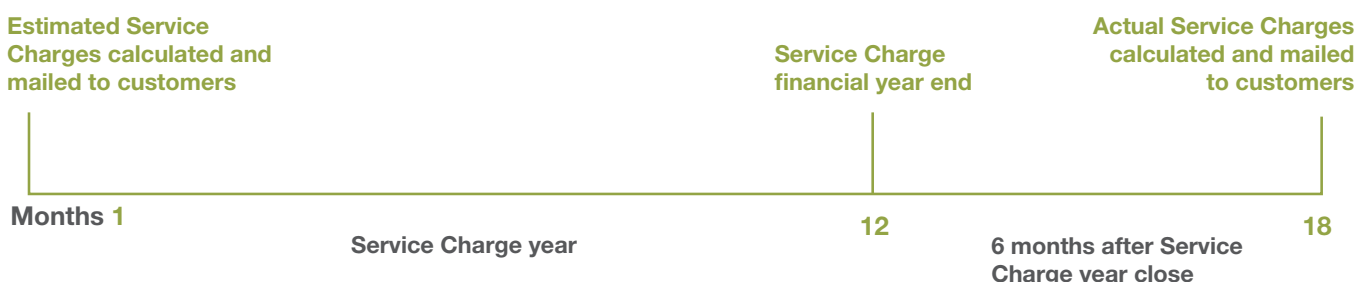
Glossary of terms

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

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End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
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 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

Service Charge Element	Description of cost
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Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

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(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000073

MISS G COYNE
FLAT 77
WEST VIEW LANE
TOTLEY
SHEFFIELD
SOUTH YORKSHIRE
S17 3RS

Your payment reference

675396

Date: 24 September 2021

Dear MISS G COYNE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 201970

Your area: West View Lane 501200

Your home:

FLAT 77

WEST VIEW LANE

S17 3RS

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£1,273.03	£11.90	£11.90
Communal Electricity	£7,416.36	£65.90	£69.32
Fly Tipping Removal	£1,453.18	£11.78	£13.58
Gardening	£16,632.08	£155.44	£155.44
Communal Water	£517.69	£4.58	£4.84
Fire Safety	£3,235.29	£34.76	£30.24
Electrical Testing	£0.00	£1.17	£0.00
Snow & Ice Clearance	£0.00	£2.63	£0.00
Tree Works/Landscaping	£2,681.05	£0.43	£25.06
Estate Service Cost	£16,021.23	£141.60	£149.73
Water Safety	£537.60	£4.95	£5.02
Management fee			
Management Fee	£8,376.60	£74.69	£79.18
Sinking funds			
TV Aerial Sinking Fund	£288.99	£2.72	£2.72
Door Entry Sinking Fund	£4,137.49	£44.62	£44.62
CCTV Sinking Fund	£1,650.01	£15.42	£15.42

Surplus Deficit			
Surplus/Deficit	-£11,432.90	-£6.54	-£6.54
Total Charges		£566.05	£600.53
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£34.48

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
CCTV SFB	
Starting Balance	£18,935.33
Income	£1,650.01
Interest at 0.3%	£56.81
Finishing Balance	£10,861.20
Door Entry SFB	
Starting Balance	£33,613.22
Income	£4,137.49
Interest at 0.3%	£100.84
Finishing Balance	£36,459.20
Lift SFB	
Starting Balance	£13,746.93
Income	£2,038.00
Interest at 0.3%	£41.24
Finishing Balance	£14,234.96
TV Aerial SFB	
Starting Balance	£6,083.36
Income	£288.99
Interest at 0.3%	£18.25

Description	Balance
Finishing Balance	£6,128.41

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

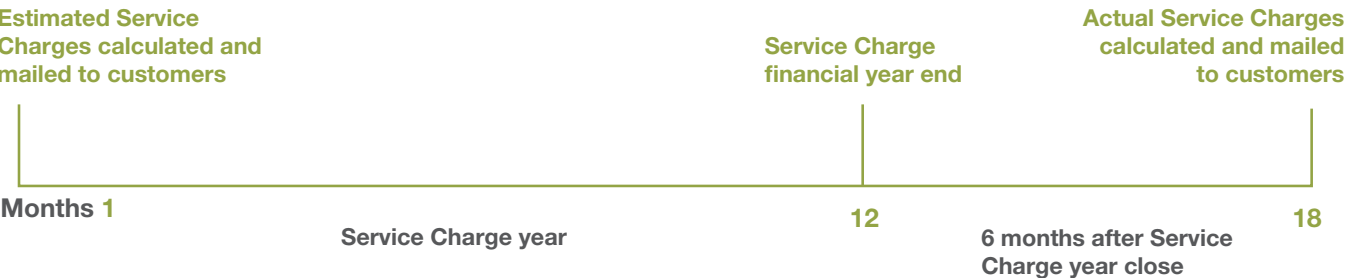
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000074

MR R MORGAN
163 BOWDEN WOOD CRESCENT
SHEFFIELD
SOUTH YORKSHIRE
S9 4ED

Your payment reference

585061

Date: 24 September 2021

Dear MR R MORGAN

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 203182

Your area: Olivers Court 500670

Your home:

FLAT 43

HIGH HAZELS MEAD

S9 4NU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£184.00	£23.00	£23.00
Building Insurance	£832.00	£104.00	£104.00
Window Cleaning	£186.67	£23.38	£23.33
Communal Electricity	£259.56	£32.75	£32.45
Fly Tipping Removal	£127.03	£8.75	£15.88
Capital Provision	£2,051.30	£299.65	£299.69
Estate Service Cost	£2,497.77	£464.88	£312.23
Management fee			
Management Fee	£1,655.00	£206.88	£206.88
Total Charges		£1,163.29	£1,017.46
This means the original estimate was too much by: This will be credited to your Guinness account			-£145.83

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Capital SFB 203182	
Starting Balance	£1,476.31
Income	£299.69
Interest at 0.3%	£4.43
Finishing Balance	£1,780.43

Your Service Charges Explained

September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

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Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

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If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Olivers Court**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Olivers Court. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

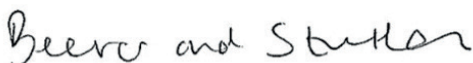
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000075

MR AND MRS G KNOWLES
8 BUTT HILL CLOSE
WHITWELL
WORKSOP
NOTTINGHAMSHIRE
S80 4RD

Your payment reference

675553

Date: 24 September 2021

Dear MR AND MRS G KNOWLES

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 221736

Your area: Southfield Lane/Butthill
502380

Your home:
8 BUTT HILL CLOSE
WHITWELL
S80 4RD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£115.15	£9.75	£9.60
Gardening	£1,310.16	£109.17	£109.18
Tree Works/Landscaping	£478.94	£68.42	£39.91
Management fee			
Management Fee	£294.19	£28.81	£24.52
Sinking funds			
TV Aerial Sinking Fund	£0.00	£0.00	£0.00
Surplus Deficit			
Surplus/Deficit	£39.96	£3.33	£3.33
Total Charges		£219.48	£186.54
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£32.94

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Community Alarm SFB	
Starting Balance	£1,277.69
Income	£0.00
Interest at 0.3%	£3.83
Finishing Balance	£1,281.52
TV Aerial SFB	
Starting Balance	£1,571.26
Income	£0.00
Interest at 0.3%	£4.71
Finishing Balance	£1,575.97

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy








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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000076

MRS J A WILLIAMS
1 ELIZABETH HOUSE
REEDWORTH STREET
LONDON
SE11 4NN

Your payment reference

243089

Date: 24 September 2021

Dear MRS J A WILLIAMS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6387

Your area: KENNINGTON ROAD 620360

Your home:

1 ELIZABETH HOUSE
REEDWORTH STREET
SE11 4NN

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£240.00	£3.53	£3.53
Communal Electricity	£7,165.64	£53.67	£78.12
Fly Tipping Removal	£2,062.80	£58.59	£29.90
Pest Control Services	£3,724.80	£25.96	£53.98
Fire Safety	£12,252.22	£39.36	£177.85
Electrical Testing	£85.00	£1.84	£1.25
Door Entry	£995.03	£19.06	£14.63
Laundry	£751.20	£0.00	£11.05
Communal TV Aerials / System	£1,730.70	£2.91	£25.45
Water Safety	£168.00	£2.47	£2.47
Tree Works/Landscaping	£164.74	£0.72	£2.39
Estate Service Cost	£34,619.58	£455.10	£501.74
Communal Lighting Bulbs	£0.00	£1.05	£0.00
Service Charge Discount	-£33,066.07	-£108.12	-£108.12
Service Charge Discount	-£40.66	£0.00	-£2.14
Management fee			
Management Fee	£9,593.96	£99.64	£135.35

Surplus Deficit			
Surplus/Deficit	£1,485.89	£10.66	£10.66
Total Charges		£666.44	£938.11
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£271.67

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£59,762.75
Income	£2,132.99
Interest at 0.3%	£179.29
Finishing Balance	£62,075.03

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

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 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000077

MISS A SANTOS
2 ELIZABETH HOUSE
REEDWORTH STREET
LONDON
SE11 4NN

Your payment reference

9881

Date: 24 September 2021

Dear MISS A SANTOS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6388

Your area: KENNINGTON ROAD 620360

Your home:

2 ELIZABETH HOUSE
REEDWORTH STREET
SE11 4NN

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£240.00	£3.53	£3.53
Communal Electricity	£7,165.64	£53.67	£78.12
Fly Tipping Removal	£2,062.80	£58.59	£29.90
Pest Control Services	£3,724.80	£25.96	£53.98
Fire Safety	£12,252.22	£39.36	£177.85
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Final Accounts (Service Charge Actuals)

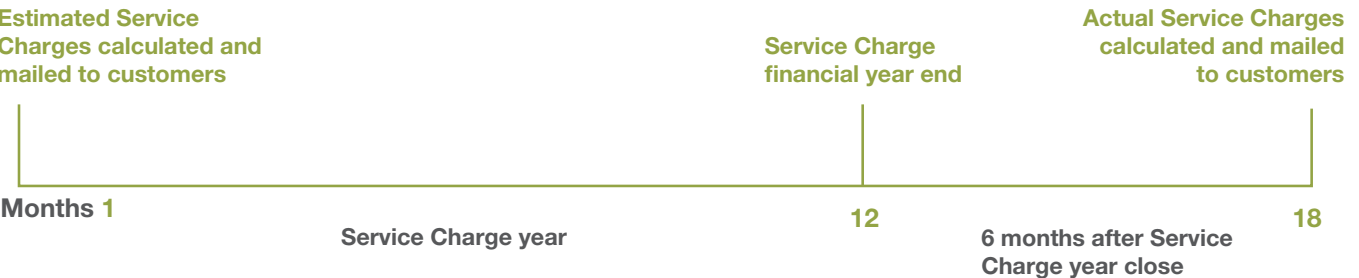
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge.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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000078

MR C BENNETT
3 ELIZABETH HOUSE
REEDWORTH STREET
LONDON
SE11 4NN

Your payment reference

206121

Date: 24 September 2021

Dear MR C BENNETT

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6389

Your area: KENNINGTON ROAD 620360

Your home:

3 ELIZABETH HOUSE
REEDWORTH STREET
SE11 4NN

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£240.00	£3.53	£3.53
Communal Electricity	£7,165.64	£53.67	£78.12
Fly Tipping Removal	£2,062.80	£58.59	£29.90
Pest Control Services	£3,724.80	£25.96	£53.98
Fire Safety	£12,252.22	£39.36	£177.85
Electrical Testing	£85.00	£1.84	£1.25
Door Entry	£995.03	£19.06	£14.63
Laundry	£751.20	£0.00	£11.05
Communal TV Aerials / System	£1,730.70	£2.91	£25.45
Water Safety	£168.00	£2.47	£2.47
Tree Works/Landscaping	£164.74	£0.72	£2.39
Estate Service Cost	£34,619.58	£455.10	£501.74
Communal Lighting Bulbs	£0.00	£1.05	£0.00
Service Charge Discount	-£33,066.07	-£108.12	-£108.12
Service Charge Discount	-£40.66	£0.00	-£2.14
Management fee			
Management Fee	£9,593.96	£99.64	£135.35

Surplus Deficit			
Surplus/Deficit	£1,485.89	£10.66	£10.66
Total Charges		£666.44	£938.11
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£271.67

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£59,762.75
Income	£2,132.99
Interest at 0.3%	£179.29
Finishing Balance	£62,075.03

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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- a matter has been agreed or admitted by you;
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 - a matter has been decided by a court.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

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- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000079

MS M CAMPBELL
4 ELIZABETH HOUSE
REEDWORTH STREET
LONDON
SE11 4NN

Your payment reference

39699

Date: 24 September 2021

Dear MS M CAMPBELL

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

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Kind regards



Rae Sutton
Director of Financial Services

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a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6390

Your area: KENNINGTON ROAD 620360

Your home:

4 ELIZABETH HOUSE
REEDWORTH STREET
SE11 4NN

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
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Total Charges		£666.44	£938.11
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1 April 2020 to 31 March 2021

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Actual Service Charges calculated and mailed to customers



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If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy








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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000080

MR & MRS KAKANDA
5 ELIZABETH HOUSE
REEDWORTH STREET
LONDON
SE11 4NN

Your payment reference

206123

Date: 24 September 2021

Dear MR & MRS KAKANDA

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6391

Your area: KENNINGTON ROAD 620360

Your home:

5 ELIZABETH HOUSE
REEDWORTH STREET
SE11 4NN

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£240.00	£3.53	£3.53
Communal Electricity	£7,165.64	£53.67	£78.12
Fly Tipping Removal	£2,062.80	£58.59	£29.90
Pest Control Services	£3,724.80	£25.96	£53.98
Fire Safety	£12,252.22	£39.36	£177.85
Electrical Testing	£85.00	£1.84	£1.25
Door Entry	£995.03	£19.06	£14.63
Laundry	£751.20	£0.00	£11.05
Communal TV Aerials / System	£1,730.70	£2.91	£25.45
Water Safety	£168.00	£2.47	£2.47
Tree Works/Landscaping	£164.74	£0.72	£2.39
Estate Service Cost	£34,619.58	£455.10	£501.74
Communal Lighting Bulbs	£0.00	£1.05	£0.00
Service Charge Discount	-£33,066.07	-£108.12	-£108.12
Service Charge Discount	-£40.66	£0.00	-£2.14
Management fee			
Management Fee	£9,593.96	£99.64	£135.35

Surplus Deficit			
Surplus/Deficit	£1,485.89	£10.66	£10.66
Total Charges		£666.44	£938.11
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£271.67

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£59,762.75
Income	£2,132.99
Interest at 0.3%	£179.29
Finishing Balance	£62,075.03

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

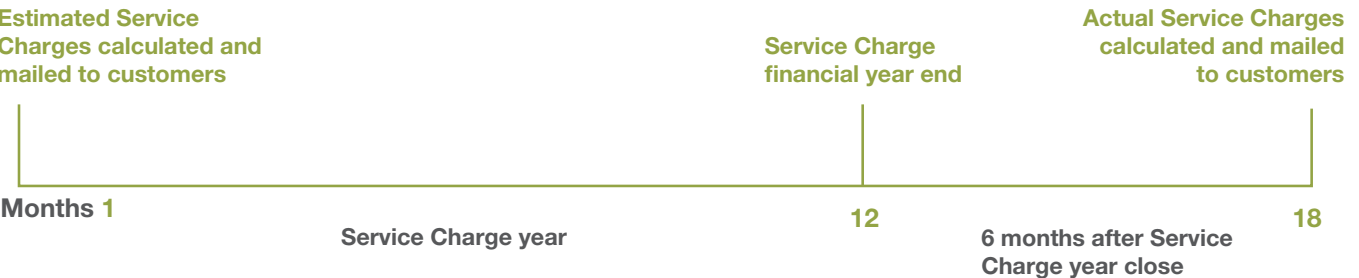
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

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We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000081

MRS CLAUDIA BUSBY
6 ELIZABETH HOUSE
REEDWORTH STREET
LONDON
SE11 4NN

Your payment reference

9887

Date: 24 September 2021

Dear MRS CLAUDIA BUSBY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6392

Your area: KENNINGTON ROAD 620360

Your home:

6 ELIZABETH HOUSE
REEDWORTH STREET
SE11 4NN

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£240.00	£3.53	£3.53
Communal Electricity	£7,165.64	£53.67	£78.12
Fly Tipping Removal	£2,062.80	£58.59	£29.90
Pest Control Services	£3,724.80	£25.96	£53.98
Fire Safety	£12,252.22	£39.36	£177.85
Electrical Testing	£85.00	£1.84	£1.25
Door Entry	£995.03	£19.06	£14.63
Laundry	£751.20	£0.00	£11.05
Communal TV Aerials / System	£1,730.70	£2.91	£25.45
Water Safety	£168.00	£2.47	£2.47
Tree Works/Landscaping	£164.74	£0.72	£2.39
Estate Service Cost	£34,619.58	£455.10	£501.74
Communal Lighting Bulbs	£0.00	£1.05	£0.00
Service Charge Discount	-£33,066.07	-£108.12	-£108.12
Service Charge Discount	-£40.66	£0.00	-£2.14
Management fee			
Management Fee	£9,593.96	£99.64	£135.35

Surplus Deficit			
Surplus/Deficit	£1,485.89	£10.66	£10.66
Total Charges		£666.44	£938.11
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£271.67

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£59,762.75
Income	£2,132.99
Interest at 0.3%	£179.29
Finishing Balance	£62,075.03

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000082

MRS A BASTOS
7 ELIZABETH HOUSE
REEDWORTH STREET
LONDON
SE11 4NN

Your payment reference

323176

Date: 24 September 2021

Dear MRS A BASTOS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



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Property reference: 6393

Your area: KENNINGTON ROAD 620360

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Your Service Charge statement

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Actual Service Charges calculated and mailed to customers



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Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000083

MRS C A PERRY
8 ELIZABETH HOUSE
REEDWORTH STREET
LONDON
SE11 4NN

Your payment reference

9889

Date: 24 September 2021

Dear MRS C A PERRY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6394

Your area: KENNINGTON ROAD 620360

Your home:

8 ELIZABETH HOUSE
REEDWORTH STREET
SE11 4NN

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£240.00	£3.53	£3.53
Communal Electricity	£7,165.64	£53.67	£78.12
Fly Tipping Removal	£2,062.80	£58.59	£29.90
Pest Control Services	£3,724.80	£25.96	£53.98
Fire Safety	£12,252.22	£39.36	£177.85
Electrical Testing	£85.00	£1.84	£1.25
Door Entry	£995.03	£19.06	£14.63
Laundry	£751.20	£0.00	£11.05
Communal TV Aerials / System	£1,730.70	£2.91	£25.45
Water Safety	£168.00	£2.47	£2.47
Tree Works/Landscaping	£164.74	£0.72	£2.39
Estate Service Cost	£34,619.58	£455.10	£501.74
Communal Lighting Bulbs	£0.00	£1.05	£0.00
Service Charge Discount	-£33,066.07	-£108.12	-£108.12
Service Charge Discount	-£40.66	£0.00	-£2.14
Management fee			
Management Fee	£9,593.96	£99.64	£135.35

Surplus Deficit			
Surplus/Deficit	£1,485.89	£10.66	£10.66
Total Charges		£666.44	£938.11
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£271.67

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£59,762.75
Income	£2,132.99
Interest at 0.3%	£179.29
Finishing Balance	£62,075.03

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

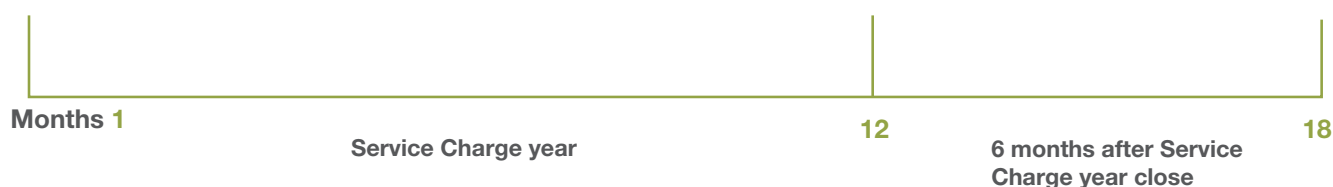
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
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- who should pay the service charge and who it should be paid to;
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However, you do not have these rights where —

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- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
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 **www.guinnesspartnership.com**

000084

MR T & MRS E ANGLOW
9 ELIZABETH HOUSE
REEDWORTH STREET
LONDON
SE11 4NN

Your payment reference

9890

Date: 24 September 2021

Dear MR T & MRS E ANGLOW

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6395

Your area: KENNINGTON ROAD 620360

Your home:

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SE11 4NN

Your Service Charge statement

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1 April 2020 to 31 March 2021

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1 April 2020 to 31 March 2021

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September 2021

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Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000085

MR D & MRS C WARREN
10 ELIZABETH HOUSE
REEDWORTH STREET
LONDON
SE11 4NN

Your payment reference

42605

Date: 24 September 2021

Dear MR D & MRS C WARREN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6396

Your area: KENNINGTON ROAD 620360

Your home:

10 ELIZABETH HOUSE
REEDWORTH STREET
SE11 4NN

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£240.00	£3.53	£3.53
Communal Electricity	£7,165.64	£53.67	£78.12
Fly Tipping Removal	£2,062.80	£58.59	£29.90
Pest Control Services	£3,724.80	£25.96	£53.98
Fire Safety	£12,252.22	£39.36	£177.85
Electrical Testing	£85.00	£1.84	£1.25
Door Entry	£995.03	£19.06	£14.63
Laundry	£751.20	£0.00	£11.05
Communal TV Aerials / System	£1,730.70	£2.91	£25.45
Water Safety	£168.00	£2.47	£2.47
Tree Works/Landscaping	£164.74	£0.72	£2.39
Estate Service Cost	£34,619.58	£455.10	£501.74
Communal Lighting Bulbs	£0.00	£1.05	£0.00
Service Charge Discount	-£33,066.07	-£108.12	-£108.12
Service Charge Discount	-£40.66	£0.00	-£2.14
Management fee			
Management Fee	£9,593.96	£99.64	£135.35

Surplus Deficit			
Surplus/Deficit	£1,485.89	£10.66	£10.66
Total Charges		£666.44	£938.11
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£271.67

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£59,762.75
Income	£2,132.99
Interest at 0.3%	£179.29
Finishing Balance	£62,075.03

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



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Types of service charge costs continued

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Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
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(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000086

MS M HASSAN ABDALLA
12 ELIZABETH HOUSE
REEDWORTH STREET
LONDON
SE11 4NN

Your payment reference

539746

Date: 24 September 2021

Dear MS M HASSAN ABDALLA

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6398

Your area: KENNINGTON ROAD 620360

Your home:

12 ELIZABETH HOUSE
REEDWORTH STREET
SE11 4NN

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£240.00	£3.53	£3.53
Communal Electricity	£7,165.64	£53.67	£78.12
Fly Tipping Removal	£2,062.80	£58.59	£29.90
Pest Control Services	£3,724.80	£25.96	£53.98
Fire Safety	£12,252.22	£39.36	£177.85
Electrical Testing	£85.00	£1.84	£1.25
Door Entry	£995.03	£19.06	£14.63
Laundry	£751.20	£0.00	£11.05
Communal TV Aerials / System	£1,730.70	£2.91	£25.45
Water Safety	£168.00	£2.47	£2.47
Tree Works/Landscaping	£164.74	£0.72	£2.39
Estate Service Cost	£34,619.58	£455.10	£501.74
Communal Lighting Bulbs	£0.00	£1.05	£0.00
Service Charge Discount	-£33,066.07	-£108.12	-£108.12
Service Charge Discount	-£40.66	£0.00	-£2.14
Management fee			
Management Fee	£9,593.96	£99.64	£135.35

Surplus Deficit			
Surplus/Deficit	£1,485.89	£10.66	£10.66
Total Charges		£666.44	£938.11
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£271.67

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£59,762.75
Income	£2,132.99
Interest at 0.3%	£179.29
Finishing Balance	£62,075.03

Your Service Charges Explained

September 2021

Contents

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How do variable service charges work?

Types of service charge costs.....

Glossary of terms

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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 **www.guinnesspartnership.com**

000087

MRS S SHAMALI
1 JUBILEE HOUSE
REEDWORTH STREET
LONDON
SE11 4PE

Your payment reference

356243

Date: 24 September 2021

Dear MRS S SHAMALI

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6446

Your area: KENNINGTON ROAD 620360

Your home:

1 JUBILEE HOUSE
REEDWORTH STREET
SE11 4PE

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
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 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000088

MS Y GEORGE
2 JUBILEE HOUSE
REEDWORTH STREET
LONDON
SE11 4PE

Your payment reference

206179

Date: 24 September 2021

Dear MS Y GEORGE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6447

Your area: KENNINGTON ROAD 620360

Your home:

2 JUBILEE HOUSE
REEDWORTH STREET
SE11 4PE

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£240.00	£3.53	£3.53
Communal Electricity	£7,165.64	£53.67	£78.12
Fly Tipping Removal	£2,062.80	£58.59	£29.90
Pest Control Services	£3,724.80	£25.96	£53.98
Fire Safety	£12,252.22	£39.36	£177.85
Electrical Testing	£85.00	£1.84	£1.25
Door Entry	£995.03	£19.06	£14.63
Laundry	£751.20	£0.00	£11.05
Communal TV Aerials / System	£1,730.70	£2.91	£25.45
Water Safety	£168.00	£2.47	£2.47
Tree Works/Landscaping	£164.74	£0.72	£2.39
Estate Service Cost	£34,619.58	£455.10	£501.74
Communal Lighting Bulbs	£0.00	£1.05	£0.00
Service Charge Discount	-£33,066.07	-£108.12	-£108.12
Service Charge Discount	-£40.66	£0.00	-£2.14
Management fee			
Management Fee	£9,593.96	£99.64	£135.35

Surplus Deficit			
Surplus/Deficit	£1,485.89	£10.66	£10.66
Total Charges		£666.44	£938.11
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£271.67

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£59,762.75
Income	£2,132.99
Interest at 0.3%	£179.29
Finishing Balance	£62,075.03

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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 **www.guinnesspartnership.com**

000089

MS E GHEBRE
3 JUBILEE HOUSE
REEDWORTH STREET
LONDON
SE11 4PE

Your payment reference

206180

Date: 24 September 2021

Dear MS E GHEBRE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
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- A Summary of Tenant's Rights and Obligations.

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Kind regards



Rae Sutton
Director of Financial Services

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a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6448

Your area: KENNINGTON ROAD 620360

Your home:

3 JUBILEE HOUSE
REEDWORTH STREET
SE11 4PE

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
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Service Charge Discount	-£40.66	£0.00	-£2.14
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Management Fee	£9,593.96	£99.64	£135.35

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Surplus/Deficit	£1,485.89	£10.66	£10.66
Total Charges		£666.44	£938.11
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For the year
1 April 2020 to 31 March 2021

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Interest at 0.3%	£179.29
Finishing Balance	£62,075.03

Your Service Charges Explained

September 2021

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Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

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 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000090

MISS F A SANYA
4 JUBILEE HOUSE
REEDWORTH STREET
LONDON
SE11 4PE

Your payment reference

206181

Date: 24 September 2021

Dear MISS F A SANYA

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6449

Your area: KENNINGTON ROAD 620360

Your home:

4 JUBILEE HOUSE
REEDWORTH STREET
SE11 4PE

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£240.00	£3.53	£3.53
Communal Electricity	£7,165.64	£53.67	£78.12
Fly Tipping Removal	£2,062.80	£58.59	£29.90
Pest Control Services	£3,724.80	£25.96	£53.98
Fire Safety	£12,252.22	£39.36	£177.85
Electrical Testing	£85.00	£1.84	£1.25
Door Entry	£995.03	£19.06	£14.63
Laundry	£751.20	£0.00	£11.05
Communal TV Aerials / System	£1,730.70	£2.91	£25.45
Water Safety	£168.00	£2.47	£2.47
Tree Works/Landscaping	£164.74	£0.72	£2.39
Estate Service Cost	£34,619.58	£455.10	£501.74
Communal Lighting Bulbs	£0.00	£1.05	£0.00
Service Charge Discount	-£33,066.07	-£108.12	-£108.12
Service Charge Discount	-£40.66	£0.00	-£2.14
Management fee			
Management Fee	£9,593.96	£99.64	£135.35

Surplus Deficit			
Surplus/Deficit	£1,485.89	£10.66	£10.66
Total Charges		£666.44	£938.11
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£271.67

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£59,762.75
Income	£2,132.99
Interest at 0.3%	£179.29
Finishing Balance	£62,075.03

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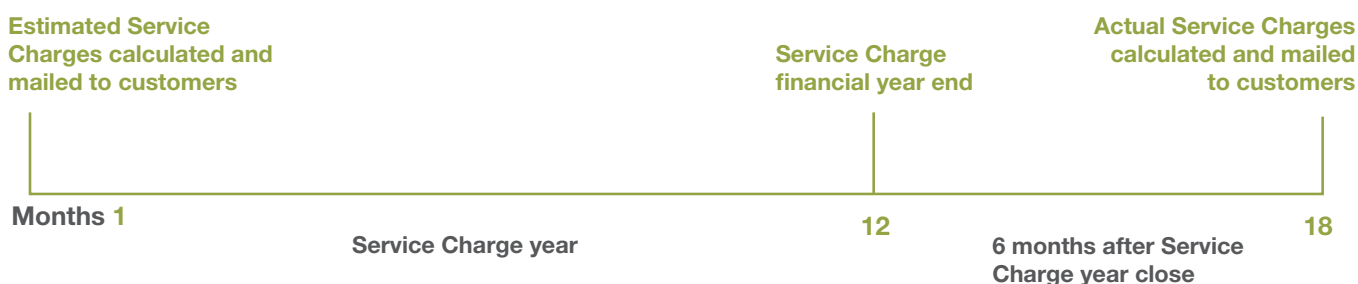
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Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
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- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

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000091

MR & MRS P.A. O'CONNELL
5 JUBILEE HOUSE
REEDWORTH STREET
LONDON
SE11 4PE

Your payment reference

9957

Date: 24 September 2021

Dear MR & MRS P.A. O'CONNELL

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6450

Your area: KENNINGTON ROAD 620360

Your home:

5 JUBILEE HOUSE
REEDWORTH STREET
SE11 4PE

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£240.00	£3.53	£3.53
Communal Electricity	£7,165.64	£53.67	£78.12
Fly Tipping Removal	£2,062.80	£58.59	£29.90
Pest Control Services	£3,724.80	£25.96	£53.98
Fire Safety	£12,252.22	£39.36	£177.85
Electrical Testing	£85.00	£1.84	£1.25
Door Entry	£995.03	£19.06	£14.63
Laundry	£751.20	£0.00	£11.05
Communal TV Aerials / System	£1,730.70	£2.91	£25.45
Water Safety	£168.00	£2.47	£2.47
Tree Works/Landscaping	£164.74	£0.72	£2.39
Estate Service Cost	£34,619.58	£455.10	£501.74
Communal Lighting Bulbs	£0.00	£1.05	£0.00
Service Charge Discount	-£33,066.07	-£108.12	-£108.12
Service Charge Discount	-£40.66	£0.00	-£2.14
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Management Fee	£9,593.96	£99.64	£135.35

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Surplus/Deficit	£1,485.89	£10.66	£10.66
Total Charges		£666.44	£938.11
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£271.67

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£59,762.75
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Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

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000092

MR C W & MRS A C TAYLOR
6 JUBILEE HOUSE
REEDWORTH STREET
LONDON
SE11 4PE

Your payment reference

9958

Date: 24 September 2021

Dear MR C W & MRS A C TAYLOR

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

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We invest in people Gold

Property reference: 6451

Your area: KENNINGTON ROAD 620360

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Charges calculated and
mailed to customers**

**Service Charge
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 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000093

MS M CARDOSA
7 JUBILEE HOUSE
REEDWORTH STREET
LONDON
SE11 4PE

Your payment reference

47655

Date: 24 September 2021

Dear MS M CARDOSA

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards

Rae Sutton
Director of Financial Services**Great service, great homes**
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130**INVESTORS IN PEOPLE™**
We invest in people Gold

Property reference: 6452

Your area: KENNINGTON ROAD 620360

Your home:

7 JUBILEE HOUSE
REEDWORTH STREET
SE11 4PE

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£240.00	£3.53	£3.53
Communal Electricity	£7,165.64	£53.67	£78.12
Fly Tipping Removal	£2,062.80	£58.59	£29.90
Pest Control Services	£3,724.80	£25.96	£53.98
Fire Safety	£12,252.22	£39.36	£177.85
Electrical Testing	£85.00	£1.84	£1.25
Door Entry	£995.03	£19.06	£14.63
Laundry	£751.20	£0.00	£11.05
Communal TV Aerials / System	£1,730.70	£2.91	£25.45
Water Safety	£168.00	£2.47	£2.47
Tree Works/Landscaping	£164.74	£0.72	£2.39
Estate Service Cost	£34,619.58	£455.10	£501.74
Communal Lighting Bulbs	£0.00	£1.05	£0.00
Service Charge Discount	-£33,066.07	-£108.12	-£108.12
Service Charge Discount	-£40.66	£0.00	-£2.14
Management fee			
Management Fee	£9,593.96	£99.64	£135.35

Surplus Deficit			
Surplus/Deficit	£1,485.89	£10.66	£10.66
Total Charges		£666.44	£938.11
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£271.67

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£59,762.75
Income	£2,132.99
Interest at 0.3%	£179.29
Finishing Balance	£62,075.03

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

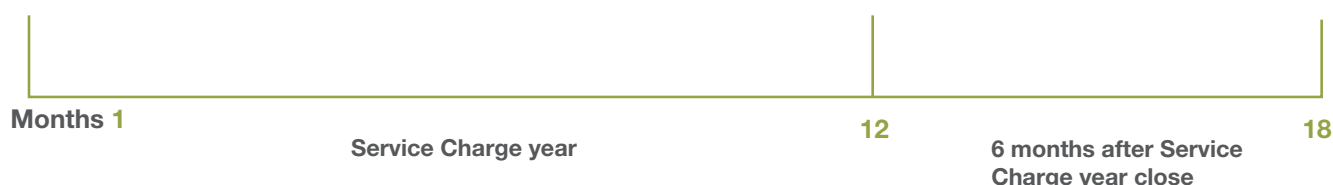
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
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Types of service charge costs continued

Service Charge Element	Description of cost
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- who should pay the service charge and who it should be paid to;
- the amount;
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

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 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000094

MR E K DEKYI & MRS A GOODEN-DEKYI
8 JUBILEE HOUSE
REEDWORTH STREET
LONDON
SE11 4PE

Your payment reference

29357

Date: 24 September 2021

Dear MR E K DEKYI & MRS A GOODEN-DEKYI

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6453

Your area: KENNINGTON ROAD 620360

Your home:

8 JUBILEE HOUSE
REEDWORTH STREET
SE11 4PE

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£240.00	£3.53	£3.53
Communal Electricity	£7,165.64	£53.67	£78.12
Fly Tipping Removal	£2,062.80	£58.59	£29.90
Pest Control Services	£3,724.80	£25.96	£53.98
Fire Safety	£12,252.22	£39.36	£177.85
Electrical Testing	£85.00	£1.84	£1.25
Door Entry	£995.03	£19.06	£14.63
Laundry	£751.20	£0.00	£11.05
Communal TV Aerials / System	£1,730.70	£2.91	£25.45
Water Safety	£168.00	£2.47	£2.47
Tree Works/Landscaping	£164.74	£0.72	£2.39
Estate Service Cost	£34,619.58	£455.10	£501.74
Communal Lighting Bulbs	£0.00	£1.05	£0.00
Service Charge Discount	-£33,066.07	-£108.12	-£108.12
Service Charge Discount	-£40.66	£0.00	-£2.14
Management fee			
Management Fee	£9,593.96	£99.64	£135.35

Surplus Deficit			
Surplus/Deficit	£1,485.89	£10.66	£10.66
Total Charges		£666.44	£938.11
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£271.67

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£59,762.75
Income	£2,132.99
Interest at 0.3%	£179.29
Finishing Balance	£62,075.03

Your Service Charges Explained

September 2021

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How do variable service charges work?

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
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Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
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A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000095

MR Q SAYEDI
FLAT 1
26 BRADING ROAD
BRIGHTON
E SUSSEX
BN2 3PD

Your payment reference

475749

Date: 24 September 2021

Dear MR Q SAYEDI

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 177223

Your area: BRADING ROAD 620090

Your home:

FLAT 1
26 BRADING ROAD
BN2 3PD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£426.74	£39.25	£35.56
Fly Tipping Removal	£690.00	£3.67	£57.50
Fire Safety	£776.82	£132.92	£64.74
Door Entry	£109.08	£18.00	£9.09
Communal TV Aerials / System	£975.48	£16.00	£81.29
Water Safety	£84.00	£7.00	£7.00
Estate Service Cost	£2,875.11	£234.08	£239.59
Service Charge Discount	-£4,827.02	-£635.64	-£635.64
Pumps	£3,847.82	£326.42	£320.65
Management fee			
Management Fee	£1,467.76	£116.60	£122.31
Surplus Deficit			
Surplus/Deficit	£35.01	£16.62	£16.62
Total Charges		£274.92	£318.71
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£43.79

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
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- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000096

MR D CAUSTON
FLAT 2
26 BRADING ROAD
BRIGHTON
E SUSSEX
BN2 3PD

Your payment reference

564264

Date: 24 September 2021

Dear MR D CAUSTON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 177224

Your area: BRADING ROAD 620090

Your home:

FLAT 2
26 BRADING ROAD
BN2 3PD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£426.74	£39.25	£35.56
Fly Tipping Removal	£690.00	£3.67	£57.50
Fire Safety	£776.82	£132.92	£64.74
Door Entry	£109.08	£18.00	£9.09
Communal TV Aerials / System	£975.48	£16.00	£81.29
Water Safety	£84.00	£7.00	£7.00
Estate Service Cost	£2,875.11	£234.08	£239.59
Service Charge Discount	-£4,827.02	-£635.64	-£635.64
Pumps	£3,847.82	£326.42	£320.65
Management fee			
Management Fee	£1,467.76	£116.60	£122.31
Surplus Deficit			
Surplus/Deficit	£35.01	£16.62	£16.62
Total Charges		£274.92	£318.71
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£43.79

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

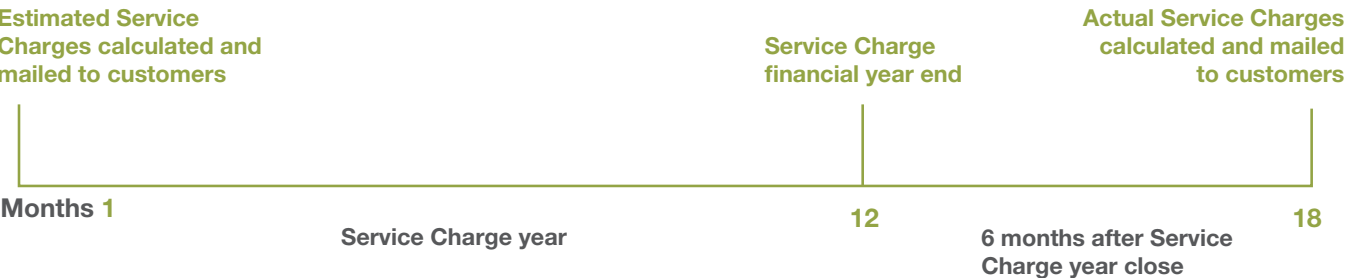
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy





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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000097

MR E FRIMPONG
FLAT 3
26 BRADING ROAD
BRIGHTON
EAST SUSSEX
BN2 3PD

Your payment reference

475756

Date: 24 September 2021

Dear MR E FRIMPONG

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
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Rae Sutton
Director of Financial Services

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 177225

Your area: BRADING ROAD 620090

Your home:

FLAT 3
26 BRADING ROAD
BN2 3PD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
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Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000098

MR A PHILLIPS
FLAT 4
26 BRADING ROAD
BRIGHTON
E SUSSEX
BN2 3PD

Your payment reference

475758

Date: 24 September 2021

Dear MR A PHILLIPS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 177226

Your area: BRADING ROAD 620090

Your home:

FLAT 4
26 BRADING ROAD
BN2 3PD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£426.74	£39.25	£35.56
Fly Tipping Removal	£690.00	£3.67	£57.50
Fire Safety	£776.82	£132.92	£64.74
Door Entry	£109.08	£18.00	£9.09
Communal TV Aerials / System	£975.48	£16.00	£81.29
Water Safety	£84.00	£7.00	£7.00
Estate Service Cost	£2,875.11	£234.08	£239.59
Service Charge Discount	-£4,827.02	-£635.64	-£635.64
Pumps	£3,847.82	£326.42	£320.65
Management fee			
Management Fee	£1,467.76	£116.60	£122.31
Surplus Deficit			
Surplus/Deficit	£35.01	£16.62	£16.62
Total Charges		£274.92	£318.71
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£43.79

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

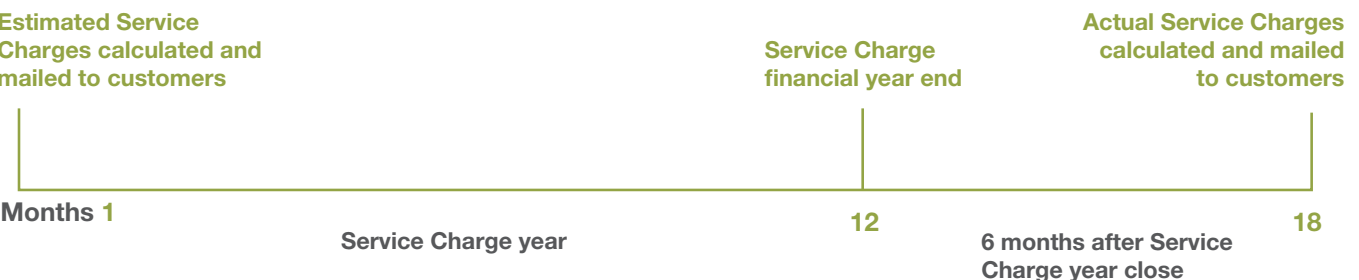
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000099

MISS M HARRIS & MR C DIXON
FLAT 5
26 BRADING ROAD
BRIGHTON
E SUSSEX
BN2 3PD

Your payment reference

564267

Date: 24 September 2021

Dear MISS M HARRIS & MR C DIXON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 177227

Your area: BRADING ROAD 620090

Your home:

FLAT 5
26 BRADING ROAD
BN2 3PD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£426.74	£39.25	£35.56
Fly Tipping Removal	£690.00	£3.67	£57.50
Fire Safety	£776.82	£132.92	£64.74
Door Entry	£109.08	£18.00	£9.09
Communal TV Aerials / System	£975.48	£16.00	£81.29
Water Safety	£84.00	£7.00	£7.00
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Service Charge Discount	-£4,827.02	-£502.96	-£502.96
Pumps	£3,847.82	£326.42	£320.65
Management fee			
Management Fee	£1,467.76	£116.60	£122.31
Surplus Deficit			
Surplus/Deficit	£35.01	-£115.81	-£115.84
Total Charges		£275.17	£318.93
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£43.76

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

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Your Service Charges Explained

September 2021

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Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000100

MISS K EDWARDS
FLAT 6
26 BRADING ROAD
BRIGHTON
E SUSSEX
BN2 3PD

Your payment reference

564268

Date: 24 September 2021

Dear MISS K EDWARDS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 177228

Your area: BRADING ROAD 620090

Your home:

FLAT 6
26 BRADING ROAD
BN2 3PD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£426.74	£39.25	£35.56
Fly Tipping Removal	£690.00	£3.67	£57.50
Fire Safety	£776.82	£132.92	£64.74
Door Entry	£109.08	£18.00	£9.09
Communal TV Aerials / System	£975.48	£16.00	£81.29
Water Safety	£84.00	£7.00	£7.00
Estate Service Cost	£2,875.11	£234.08	£239.59
Service Charge Discount	-£4,827.02	-£635.64	-£635.64
Pumps	£3,847.82	£326.42	£320.65
Management fee			
Management Fee	£1,467.76	£116.60	£122.31
Surplus Deficit			
Surplus/Deficit	£35.01	£16.62	£16.62
Total Charges		£274.92	£318.71
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£43.79

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

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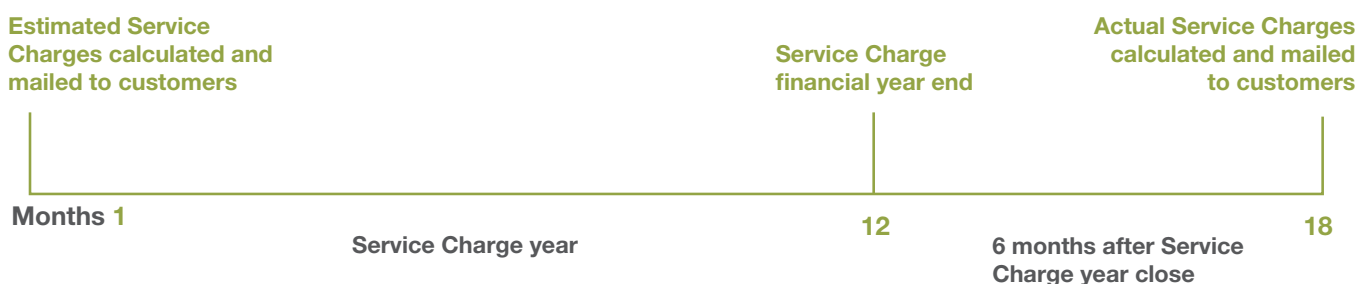
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- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
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(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

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000101

MR J MCKECHNIE
FLAT 7
26 BRADING ROAD
BRIGHTON
E SUSSEX
BN2 3PD

Your payment reference

564269

Date: 24 September 2021

Dear MR J MCKECHNIE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 177229

Your area: BRADING ROAD 620090

Your home:

FLAT 7
26 BRADING ROAD
BN2 3PD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Communal Electricity	£426.74	£39.25	£35.56
Fly Tipping Removal	£690.00	£3.67	£57.50
Fire Safety	£776.82	£132.92	£64.74
Door Entry	£109.08	£18.00	£9.09
Communal TV Aerials / System	£975.48	£16.00	£81.29
Water Safety	£84.00	£7.00	£7.00
Estate Service Cost	£2,875.11	£234.08	£239.59
Service Charge Discount	-£4,827.02	-£502.96	-£502.96
Pumps	£3,847.82	£326.42	£320.65
Management fee			
Management Fee	£1,467.76	£116.60	£122.31
Surplus Deficit			
Surplus/Deficit	£35.01	-£115.81	-£115.84
Total Charges		£275.17	£318.93
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£43.76

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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How do variable service charges work?

Types of service charge costs.....

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

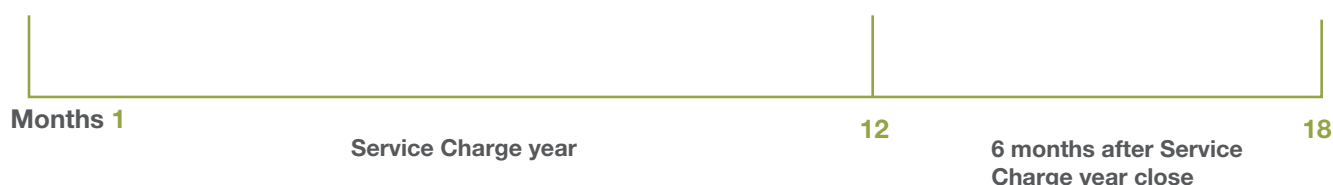
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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.



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Service Charge Element	Description of cost
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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
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Types of service charge costs continued

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 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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000102

MR S DIOR
FLAT 1
28 BRADING ROAD
BRIGHTON
E SUSSEX
BN2 3PD

Your payment reference

564270

Date: 24 September 2021

Dear MR S DIOR

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

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Kind regards



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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 177230

Your area: BRADING ROAD 620090

Your home:

FLAT 1
28 BRADING ROAD
BN2 3PD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

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Total Charges		£274.89	£318.69
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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000103

MISS A WITHERS
6 BEACON RISE
EAST GRINSTEAD
WEST SUSSEX
RH19 3FR

Your payment reference

368404

Date: 24 September 2021

Dear MISS A WITHERS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 170897

**Your area: BEACON RISE EAST
GRINSTEAD 620040**

Your home:
6 BEACON RISE
EAST GRINSTEAD
RH19 3FR

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£2,707.52	£583.17	£524.04
Service Charge Discount	-£2,311.01	-£447.57	-£447.57
Management fee			
Management Fee	£61.00	£11.81	£11.81
Surplus Deficit			
Surplus/Deficit	£3.00	£0.58	£0.58
Total Charges		£147.99	£88.86
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.13

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000104

MRS L FLOYD
7 BEACON RISE
EAST GRINSTEAD
WEST SUSSEX
RH19 3FR

Your payment reference

558581

Date: 24 September 2021

Dear MRS L FLOYD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 170898

**Your area: BEACON RISE EAST
GRINSTEAD 620040**

Your home:
7 BEACON RISE
EAST GRINSTEAD
RH19 3FR

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£2,707.52	£485.97	£436.70
Service Charge Discount	-£2,311.01	-£372.80	-£372.80
Management fee			
Management Fee	£61.00	£9.84	£9.84
Surplus Deficit			
Surplus/Deficit	£3.00	£0.48	£0.48
Total Charges		£123.49	£74.22
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£49.27

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy





We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000105

MISS A O'BRIEN
8 BEACON RISE
EAST GRINSTEAD
WEST SUSSEX
RH19 3FR

Your payment reference

368408

Date: 24 September 2021

Dear MISS A O'BRIEN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 170899

**Your area: BEACON RISE EAST
GRINSTEAD 620040**

Your home:
8 BEACON RISE
EAST GRINSTEAD
RH19 3FR

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£2,707.52	£485.97	£436.70
Service Charge Discount	-£2,311.01	-£372.80	-£372.80
Management fee			
Management Fee	£61.00	£9.84	£9.84
Surplus Deficit			
Surplus/Deficit	£3.00	£0.48	£0.48
Total Charges		£123.49	£74.22
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£49.27

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

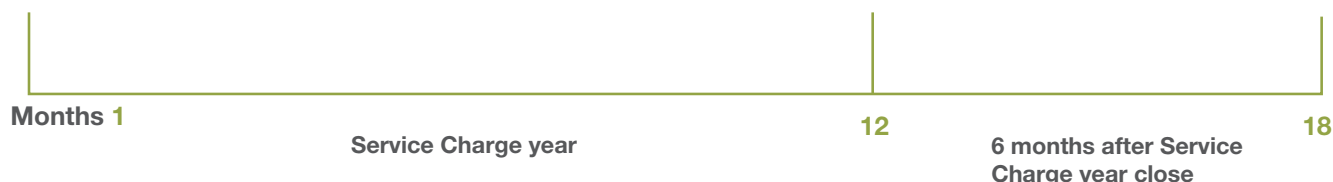
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.



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Your privacy









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Types of service charge costs

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 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
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Types of service charge costs continued

Service Charge Element	Description of cost
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000106

MRS L & MR N MARDEN
9 BEACON RISE
EAST GRINSTEAD
WEST SUSSEX
RH19 3FR

Your payment reference

368410

Date: 24 September 2021

Dear MRS L & MR N MARDEN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 170900

**Your area: BEACON RISE EAST
GRINSTEAD 620040**

Your home:
9 BEACON RISE
EAST GRINSTEAD
RH19 3FR

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£2,707.52	£680.37	£611.39
Service Charge Discount	-£2,311.01	-£521.82	-£521.82
Management fee			
Management Fee	£61.00	£13.77	£13.77
Surplus Deficit			
Surplus/Deficit	£3.00	£0.68	£0.68
Total Charges		£173.00	£104.02
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£68.98

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.






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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000107

MRS AWARTIFLE AND MR HASHIM IBRAHIM
1 COMBE HOUSE
WILLIAMS LANE
MORTLAKE
SW14 7QU

Your payment reference

206661

Date: 24 September 2021

Dear MRS AWARTIFLE AND MR HASHIM IBRAHIM

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6924

Your area: MORTLAKE 610530

Your home:
1 COMBE HOUSE
WILLIAMS LANE
SW14 7QU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£70.41	£53.14
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£827.28	-£831.47
Management fee			
Management Fee	£22,462.42	£225.78	£228.31
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£144.71	-£144.73
Total Charges		£759.00	£774.15
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£15.15

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

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your scheme might change.

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Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

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Final Accounts (Service Charge Actuals)

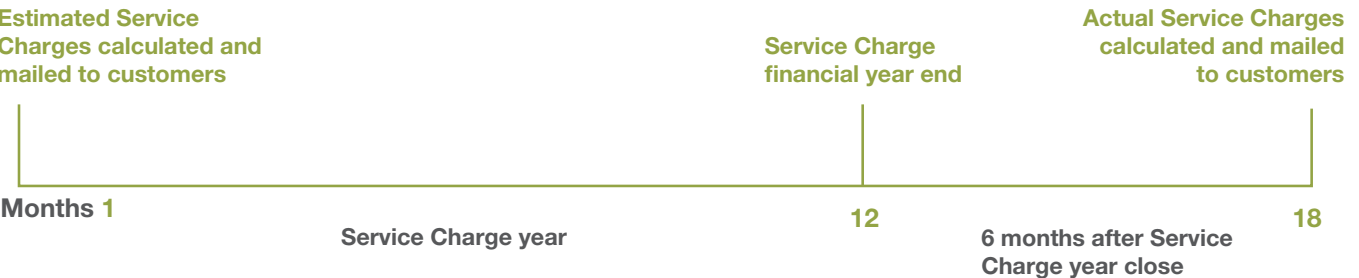
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Freeholder	A company / person who owns the building outright.
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- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000108

MS K FLORANT
2 COMBE HOUSE
MORTLAKE
SW14 7QU

Your payment reference

540265

Date: 24 September 2021

Dear MS K FLORANT

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6925

Your area: MORTLAKE 610530

Your home:

2 COMBE HOUSE
WILLIAMS LANE
SW14 7QU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£70.41	£53.14
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£827.28	-£831.47
Management fee			
Management Fee	£22,462.42	£225.78	£228.31
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£144.71	-£144.73
Total Charges		£759.00	£774.15
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£15.15

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
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September 2021

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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000109

MR A & MRS A MOHAMED
5 COMBE HOUSE
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

10533

Date: 24 September 2021

Dear MR A & MRS A MOHAMED

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

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Property reference: 6928

Your area: MORTLAKE 610530

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 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000110

MR G HARN
6 COMBE HOUSE
WILLIAMS LANE
MORTLAKE
SW14 7QU

Your payment reference

330765

Date: 24 September 2021

Dear MR G HARN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6929

Your area: MORTLAKE 610530

Your home:

6 COMBE HOUSE
WILLIAMS LANE
SW14 7QU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£70.41	£53.14
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£827.28	-£831.47
Management fee			
Management Fee	£22,462.42	£225.78	£228.31
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£144.71	-£144.73
Total Charges		£759.00	£774.15
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£15.15

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
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 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
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Types of service charge costs continued

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Glossary of terms

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Freeholder	A company / person who owns the building outright.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
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- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
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 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000111

MRS E LAWRENCE
7 COMBE HOUSE
WILLIAMS LANE
MORTLAKE
SW14 7QU

Your payment reference

94313

Date: 24 September 2021

Dear MRS E LAWRENCE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6930

Your area: MORTLAKE 610530

Your home:
7 COMBE HOUSE
WILLIAMS LANE
SW14 7QU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£70.41	£53.14
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
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Service Charge Discount	-£76,161.94	-£827.28	-£831.47
Management fee			
Management Fee	£22,462.42	£225.78	£228.31
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£144.71	-£144.73
Total Charges		£759.00	£774.15
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£15.15

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
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Your Service Charges Explained

September 2021

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How do variable service charges work?

Types of service charge costs.....

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Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

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Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

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At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000112

MS M GREEN
8 COMBE HOUSE
WILLIAMS LANE
MORTLAKE
SW14 7QU

Your payment reference

55773

Date: 24 September 2021

Dear MS M GREEN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6931

Your area: MORTLAKE 610530

Your home:
8 COMBE HOUSE
WILLIAMS LANE
SW14 7QU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£70.41	£53.14
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£827.28	-£831.47
Management fee			
Management Fee	£22,462.42	£225.78	£228.31
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£144.71	-£144.73
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Final Accounts (Service Charge Actuals)

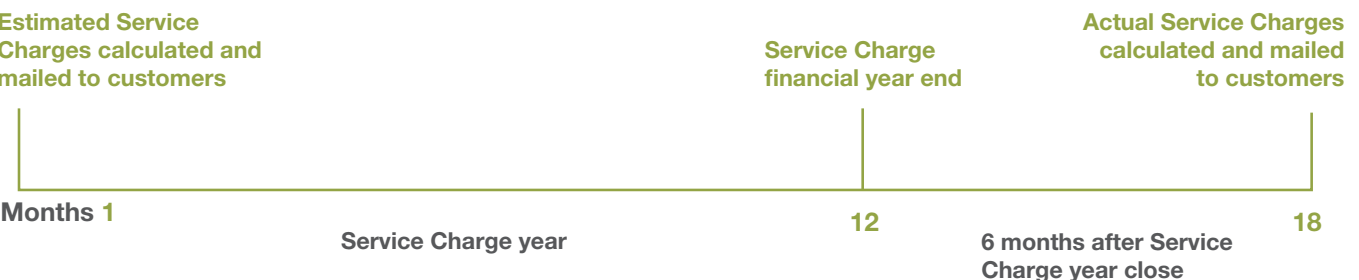
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However, you do not have these rights where —

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 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000113

MRS HAM MOHAWISH
9 COMBE HOUSE
WILLIAMS LANE
MORTLAKE
SW14 7QU

Your payment reference

540272

Date: 24 September 2021

Dear MRS HAM MOHAWISH

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6932

Your area: MORTLAKE 610530

Your home:
9 COMBE HOUSE
WILLIAMS LANE
SW14 7QU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£70.41	£53.14
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£827.28	-£831.47
Management fee			
Management Fee	£22,462.42	£225.78	£228.31
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£144.71	-£144.73
Total Charges		£759.00	£774.15
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£15.15

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
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September 2021

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Types of service charge costs.....

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
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(7) If your landlord—

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000114

MR & MRS FERRARI
10 COMBE HOUSE
WILLIAMS LANE
MORTLAKE
SW14 7QU

Your payment reference

22888

Date: 24 September 2021

Dear MR & MRS FERRARI

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6933

Your area: MORTLAKE 610530

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SW14 7QU

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
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 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000115

MS JANET GRIFFITHS
11 COMBE HOUSE
WILLIAMS LANE
MORTLAKE
SW14 7QU

Your payment reference

10539

Date: 24 September 2021

Dear MS JANET GRIFFITHS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6934

Your area: MORTLAKE 610530

Your home:
11 COMBE HOUSE
WILLIAMS LANE
SW14 7QU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£70.41	£53.14
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£827.28	-£831.47
Management fee			
Management Fee	£22,462.42	£225.78	£228.31
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£144.71	-£144.73
Total Charges		£759.00	£774.15
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£15.15

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

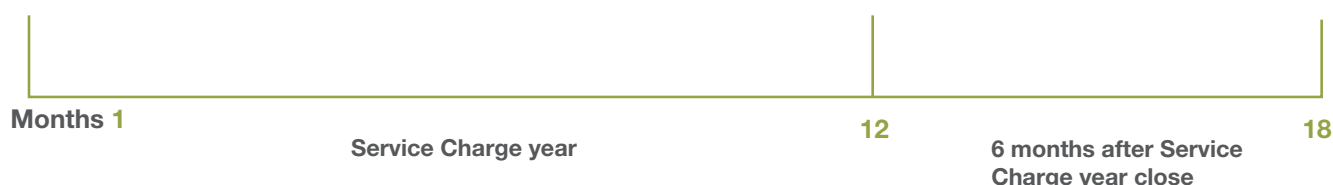
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
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 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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Freeholder	A company / person who owns the building outright.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
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Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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- who should pay the service charge and who it should be paid to;
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

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- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000116

MISS T WRIGHT & MR A JOHNS
1 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

10541

Date: 24 September 2021

Dear MISS T WRIGHT & MR A JOHNS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6936

Your area: MORTLAKE 610530

Your home:
1 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Service Charge Discount	-£76,161.94	-£801.93	-£806.00
Management fee			
Management Fee	£21,711.38	£213.40	£218.68
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£140.29	-£140.31
Total Charges		£693.82	£730.22
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£36.40

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

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At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

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At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Service Charge Element	Description of cost
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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
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Types of service charge costs continued

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 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000117

MS S APPLETON
2 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

38441

Date: 24 September 2021

Dear MS S APPLETON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6937

Your area: MORTLAKE 610530

Your home:
2 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
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Final Accounts (Service Charge Actuals)

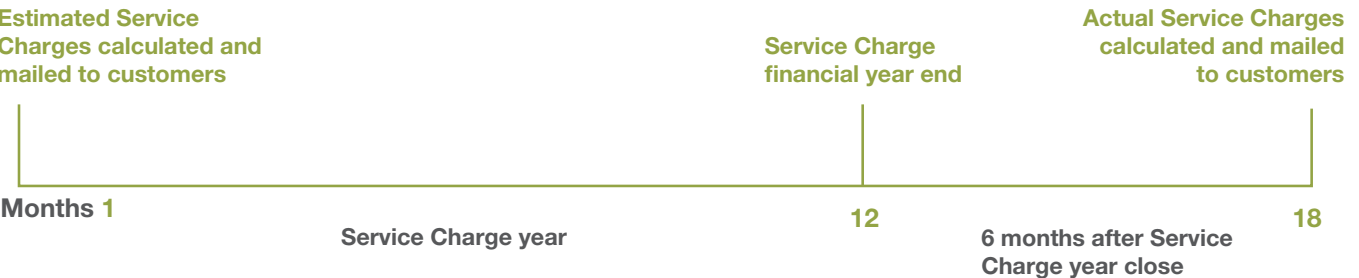
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- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000118

MR M I A REHMAN FAZELDIN & H T SAAD
3 REID COURT, WILLIAMS LANE
MORTLAKE
LONDON
GREATER LONDON
SW14 7QT

Your payment reference

540278

Date: 24 September 2021

Dear MR M I A REHMAN FAZELDIN & H T SAAD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6938

Your area: MORTLAKE 610530

Your home:
3 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Service Charge Discount	-£76,161.94	-£801.93	-£806.00
Management fee			
Management Fee	£21,711.38	£213.40	£218.68
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£140.29	-£140.31
Total Charges		£693.82	£730.22
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£36.40

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
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Your Service Charges Explained

September 2021

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How do variable service charges work?

Types of service charge costs.....

Glossary of terms

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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 **www.guinnesspartnership.com**

000119

MS H ANYANGOKOLO
4 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

206676

Date: 24 September 2021

Dear MS H ANYANGOKOLO

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

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Types of service charge costs

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Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000120

MR R M & MRS J PATEL
5 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

51668

Date: 24 September 2021

Dear MR R M & MRS J PATEL

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6940

Your area: MORTLAKE 610530

Your home:
5 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Service Charge Discount	-£76,161.94	-£801.93	-£806.00
Management fee			
Management Fee	£21,711.38	£213.40	£218.68
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£140.29	-£140.31
Total Charges		£693.82	£730.22
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£36.40

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Freeholder	A company / person who owns the building outright.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
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Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
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- who should pay the service charge and who it should be paid to;
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- a matter has been agreed or admitted by you;
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 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

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- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000121

MISS S MAYERS
6 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

540281

Date: 24 September 2021

Dear MISS S MAYERS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6941

Your area: MORTLAKE 610530

Your home:
6 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
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Fire Safety	£2,623.97	£31.32	£18.52
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Service Charge Discount	-£76,161.94	-£801.93	-£806.00
Management fee			
Management Fee	£21,711.38	£213.40	£218.68
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£140.29	-£140.31
Total Charges		£693.82	£730.22
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£36.40

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
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September 2021

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How do variable service charges work?

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

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At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
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If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

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 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
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 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000122

MISS A SCHOLES
7 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

35015

Date: 24 September 2021

Dear MISS A SCHOLES

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6942

Your area: MORTLAKE 610530

Your home:
7 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
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Service Charge financial year end

Actual Service Charges calculated and mailed to customers



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- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000123

MS S HERLIHY
8 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

50570

Date: 24 September 2021

Dear MS S HERLIHY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6943

Your area: MORTLAKE 610530

Your home:
8 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Service Charge Discount	-£76,161.94	-£801.93	-£806.00
Management fee			
Management Fee	£21,711.38	£213.40	£218.68
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£140.29	-£140.31
Total Charges		£693.82	£730.22
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£36.40

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
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Starting Balance	£38,184.30
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Your Service Charges Explained

September 2021

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How do variable service charges work?

Types of service charge costs.....

Glossary of terms

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
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(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

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(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

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000124

MR D GRABSKI-BRUCE
9 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

206681

Date: 24 September 2021

Dear MR D GRABSKI-BRUCE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

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Kind regards



Rae Sutton
Director of Financial Services

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6944

Your area: MORTLAKE 610530

Your home:
9 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

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1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
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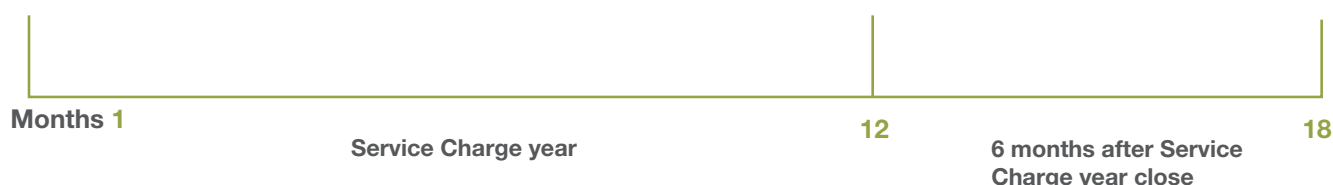
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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000125

MS A KAMARA
11 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

206683

Date: 24 September 2021

Dear MS A KAMARA

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6946

Your area: MORTLAKE 610530

Your home:
11 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Service Charge Discount	-£76,161.94	-£801.93	-£806.00
Management fee			
Management Fee	£21,711.38	£213.40	£218.68
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£140.29	-£140.31
Total Charges		£693.82	£730.22
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£36.40

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000126

MR N GRIFFITHS & MS T SAVIN
13 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

55318

Date: 24 September 2021

Dear MR N GRIFFITHS & MS T SAVIN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6948

Your area: MORTLAKE 610530

Your home:
13 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Service Charge Discount	-£76,161.94	-£801.93	-£806.00
Management fee			
Management Fee	£21,711.38	£213.40	£218.68
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£140.29	-£140.31
Total Charges		£693.82	£730.22
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£36.40

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
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Your Service Charges Explained

September 2021

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How do variable service charges work?

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

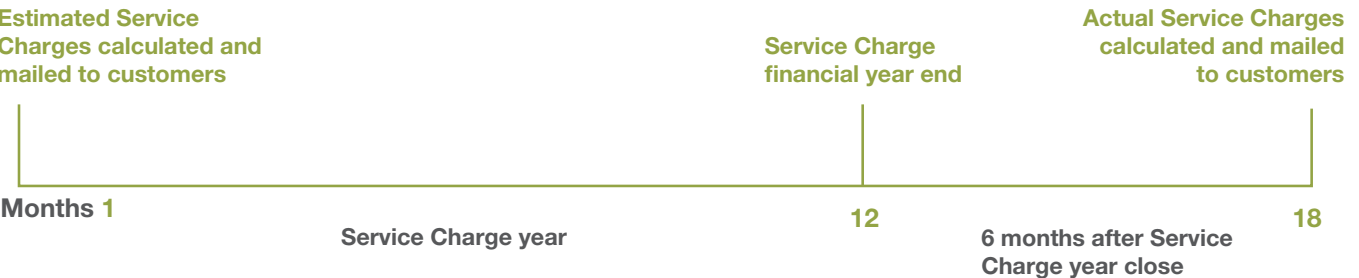
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An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.






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Service Charge Element	Description of cost
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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
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Types of service charge costs continued

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 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000127

MS C GACHE
14 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

94607

Date: 24 September 2021

Dear MS C GACHE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6949

Your area: MORTLAKE 610530

Your home:
14 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Service Charge Discount	-£76,161.94	-£801.93	-£806.00
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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



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- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000128

MISS RACHEL LUKWAGO AND MR DONALD KINTU
15 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

206687

Date: 24 September 2021

Dear MISS RACHEL LUKWAGO AND MR DONALD KINTU

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6950

Your area: MORTLAKE 610530

Your home:
15 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Service Charge Discount	-£76,161.94	-£801.93	-£806.00
Management fee			
Management Fee	£21,711.38	£213.40	£218.68
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£140.29	-£140.31
Total Charges		£693.82	£730.22
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£36.40

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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1 April 2020 to 31 March 2021

Description	Balance
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September 2021

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How do variable service charges work?

Types of service charge costs.....

Glossary of terms

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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000129

MRS L & MR A GJURIQI
16 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

321291

Date: 24 September 2021

Dear MRS L & MR A GJURIQI

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6951

Your area: MORTLAKE 610530

Your home:
16 REID COURT
WILLIAMS LANE
SW14 7QT

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1 April 2020 to 31 March 2021

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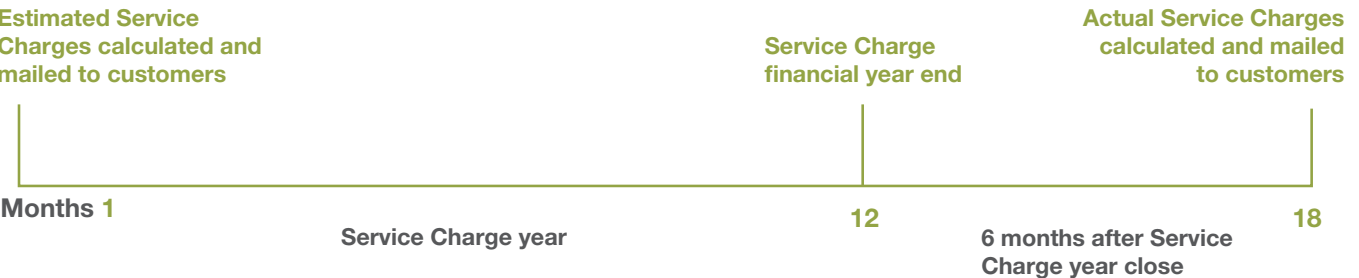
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 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000130

MS F METOS
17 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

206689

Date: 24 September 2021

Dear MS F METOS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6952

Your area: MORTLAKE 610530

Your home:
17 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Service Charge Discount	-£76,161.94	-£801.93	-£806.00
Management fee			
Management Fee	£21,711.38	£213.40	£218.68
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£140.29	-£140.31
Total Charges		£693.82	£730.22
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£36.40

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

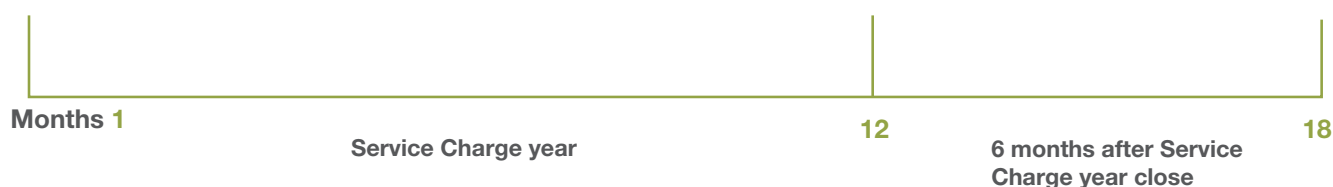
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
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Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000131

MS L RABBETTS
18 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

321611

Date: 24 September 2021

Dear MS L RABBETTS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6953

Your area: MORTLAKE 610530

Your home:
18 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
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Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Service Charge Discount	-£76,161.94	-£801.93	-£806.00
Management fee			
Management Fee	£21,711.38	£213.40	£218.68
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£140.29	-£140.31
Total Charges		£693.82	£730.22
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£36.40

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
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September 2021

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How do variable service charges work?

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Glossary of terms

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



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If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000132

MRS J A PENDRILL
20 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

10561

Date: 24 September 2021

Dear MRS J A PENDRILL

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6955

Your area: MORTLAKE 610530

Your home:
20 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Service Charge Discount	-£76,161.94	-£801.93	-£806.00
Management fee			
Management Fee	£21,711.38	£213.40	£218.68
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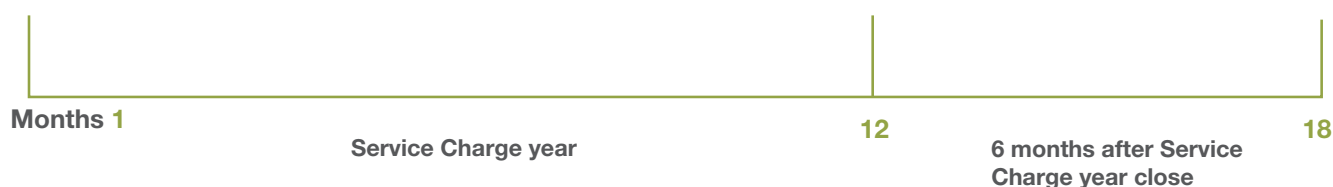
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However, you do not have these rights where —

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 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000133

MR H ROBERTS
21 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

34937

Date: 24 September 2021

Dear MR H ROBERTS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6956

Your area: MORTLAKE 610530

Your home:
21 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Service Charge Discount	-£76,161.94	-£801.93	-£806.00
Management fee			
Management Fee	£21,711.38	£213.40	£218.68
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£140.29	-£140.31
Total Charges		£693.82	£730.22
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£36.40

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
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Starting Balance	£38,184.30
Income	£1,480.11
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Your Service Charges Explained

September 2021

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How do variable service charges work?

Types of service charge costs.....

Glossary of terms

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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000134

MRS S HARDING
22 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

540297

Date: 24 September 2021

Dear MRS S HARDING

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

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Your area: MORTLAKE 610530

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1 April 2020 to 31 March 2021

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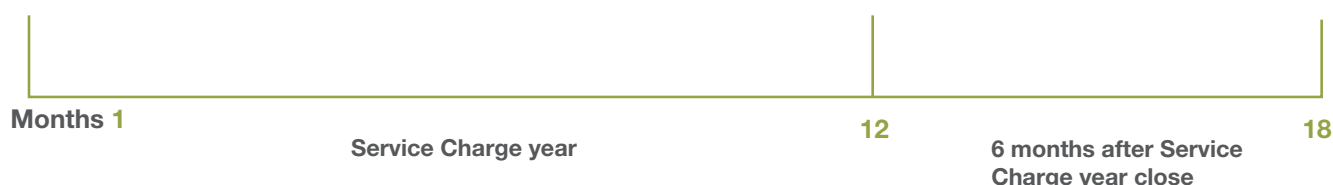
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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

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 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000135

MRS M EICHLER
23 REID COURT
WILLIAMS LANE
MORTLAKE
SW14 7QT

Your payment reference

10564

Date: 24 September 2021

Dear MRS M EICHLER

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6958

Your area: MORTLAKE 610530

Your home:
23 REID COURT
WILLIAMS LANE
SW14 7QT

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£2,623.97	£31.32	£18.52
Communal TV Aerials / System	£1,282.70	£1.35	£9.05
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,241.21	£1,282.01
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Service Charge Discount	-£76,161.94	-£801.93	-£806.00
Management fee			
Management Fee	£21,711.38	£213.40	£218.68
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£140.29	-£140.31
Total Charges		£693.82	£730.22
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£36.40

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
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 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
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Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000136

MR A PARDHAN
1 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

206698

Date: 24 September 2021

Dear MR A PARDHAN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6961

Your area: MORTLAKE 610530

Your home:

1 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

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We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
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September 2021

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How do variable service charges work?

Types of service charge costs.....

Glossary of terms

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
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If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000137

MS S TAYLOR
3 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

206700

Date: 24 September 2021

Dear MS S TAYLOR

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6963

Your area: MORTLAKE 610530

Your home:

3 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



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Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
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Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000138

MR T BUNCE
4 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

317601

Date: 24 September 2021

Dear MR T BUNCE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6964

Your area: MORTLAKE 610530

Your home:

4 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
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Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
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Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
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Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
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Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

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Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
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Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

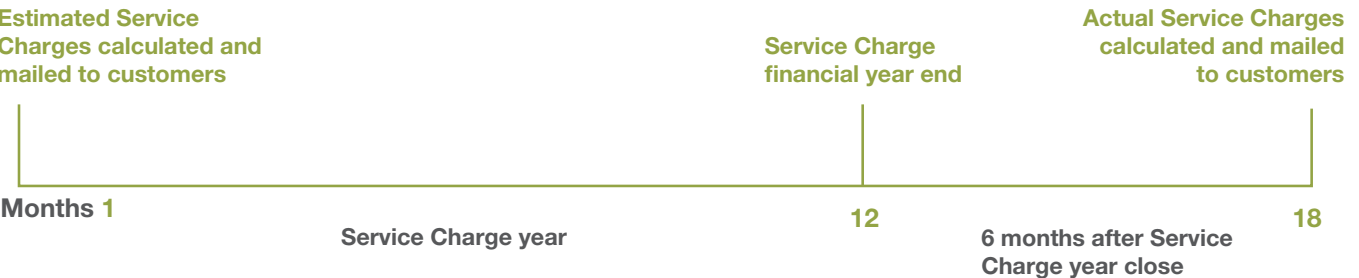
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
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- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
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- who should pay the service charge and who it should be paid to;
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
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(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

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www.guinnesspartnership.com

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000139

MS M DAVIES
5 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

540305

Date: 24 September 2021

Dear MS M DAVIES

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

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We invest in people Gold

Property reference: 6965

Your area: MORTLAKE 610530

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5 LADY ELIZABETH HOUSE
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This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000140

MR L SARACINO
6 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

206703

Date: 24 September 2021

Dear MR L SARACINO

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6966

Your area: MORTLAKE 610530

Your home:

6 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

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Types of service charge costs continued

Service Charge Element	Description of cost
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
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- the amount;
- the date it should be paid by; and
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000141

MR M TOUIJER
7 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

206704

Date: 24 September 2021

Dear MR M TOUIJER

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6967

Your area: MORTLAKE 610530

Your home:

7 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

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How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

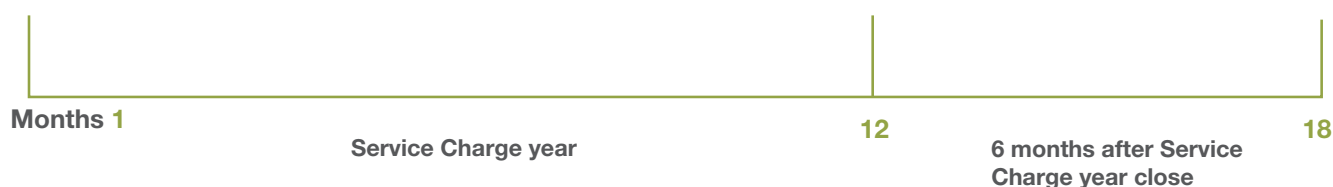
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

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000142

MR D TIFFIN
8 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

492581

Date: 24 September 2021

Dear MR D TIFFIN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

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We invest in people Gold

Property reference: 6968

Your area: MORTLAKE 610530

Your home:

8 LADY ELIZABETH HOUSE
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SW14 7HJ

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000143

MRS M MUNNS
11 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

318336

Date: 24 September 2021

Dear MRS M MUNNS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6971

Your area: MORTLAKE 610530

Your home:

11 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£772.95	-£776.87

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£30.53	-£203.44
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.91

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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Types of service charge costs continued

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 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
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Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
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Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
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- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

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(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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 Call Customer services on **0303 123 1890**
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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000144

MR A PEREIRA
12 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

486266

Date: 24 September 2021

Dear MR A PEREIRA

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6972

Your area: MORTLAKE 610530

Your home:

12 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

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We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
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September 2021

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How do variable service charges work?

Types of service charge costs.....

Glossary of terms

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000145

DR F AND MRS S HAMID
13 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

540313

Date: 24 September 2021

Dear DR F AND MRS S HAMID

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

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 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000146

MR J MCLAUGHLIN
14 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

224759

Date: 24 September 2021

Dear MR J MCLAUGHLIN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6974

Your area: MORTLAKE 610530

Your home:

14 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
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- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000147

MR N M MACLEOD
15 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

319918

Date: 24 September 2021

Dear MR N M MACLEOD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
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If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6975

Your area: MORTLAKE 610530

Your home:

15 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
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We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

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What is a service charge?.....

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Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
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End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000148

MS S D HAINES
16 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

354509

Date: 24 September 2021

Dear MS S D HAINES

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6976

Your area: MORTLAKE 610530

Your home:

16 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

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- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000149

MS RA CSIZMAZIA
17 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

540317

Date: 24 September 2021

Dear MS RA CSIZMAZIA

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6977

Your area: MORTLAKE 610530

Your home:

17 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

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How do variable service charges work?

Types of service charge costs.....

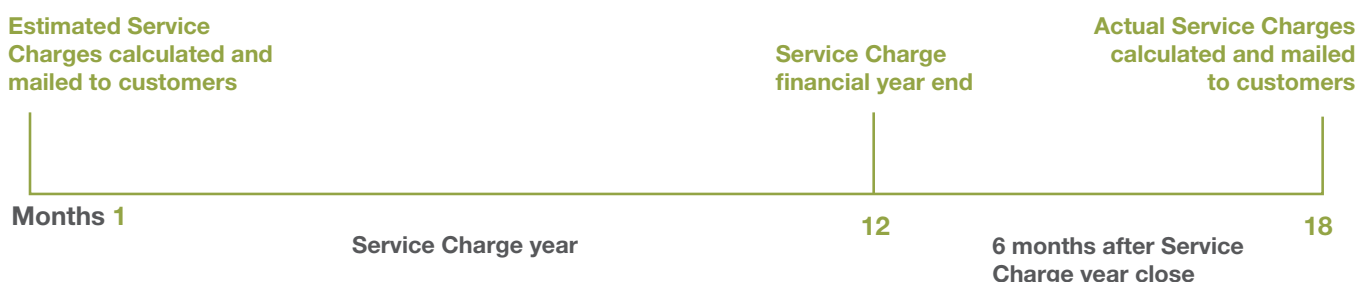
Glossary of terms

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

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 **www.guinnesspartnership.com**

000150

MR M JOSEPH
18 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

355630

Date: 24 September 2021

Dear MR M JOSEPH

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

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Kind regards



Rae Sutton
Director of Financial Services

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a great place to work and a great business

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We invest in people Gold

Property reference: 6978

Your area: MORTLAKE 610530

Your home:

18 LADY ELIZABETH HOUSE
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SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
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Window Cleaning	£172.80	£5.90	£1.66
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Income	£0.00	-£11.90	£0.00
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Service Charge Discount	-£1,492.68	£0.00	-£53.31
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Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

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We know that your service charges may vary each year as the costs associated with managing your scheme might change.

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Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000151

MR J MCDERMOTT
19 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

206716

Date: 24 September 2021

Dear MR J MCDERMOTT

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6979

Your area: MORTLAKE 610530

Your home:

19 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

Estimates

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

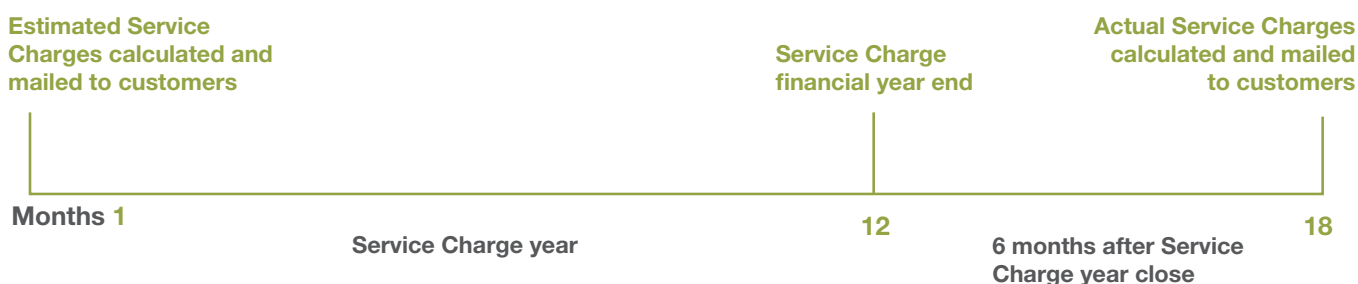
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy








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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
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Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000152

MR D CRAWFORD
21 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

540320

Date: 24 September 2021

Dear MR D CRAWFORD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6980

Your area: MORTLAKE 610530

Your home:

21 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
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Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
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End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000153

MR J DAWSON
22 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

355759

Date: 24 September 2021

Dear MR J DAWSON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6981

Your area: MORTLAKE 610530

Your home:

22 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
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Management Fee	£23,093.16	£219.43	£219.97
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Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£33.75
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£0.59

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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



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Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000154

MRS J CRESSWELL
23 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

675888

Date: 24 September 2021

Dear MRS J CRESSWELL

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6982

Your area: MORTLAKE 610530

Your home:

23 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

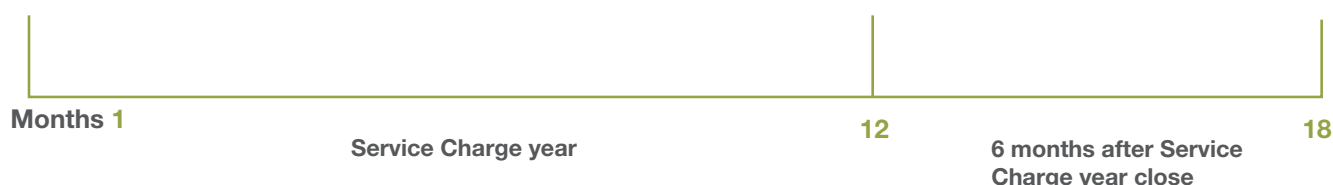
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
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- who should pay the service charge and who it should be paid to;
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 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

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- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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000155

MS ME PALMER-JONES
24 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

540323

Date: 24 September 2021

Dear MS ME PALMER-JONES

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
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INVESTORS IN PEOPLE™
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Your area: MORTLAKE 610530

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Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000156

MR R WARNHAM
25 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

540324

Date: 24 September 2021

Dear MR R WARNHAM

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6984

Your area: MORTLAKE 610530

Your home:

25 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

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 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000157

MR L LUTFI
26 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

486756

Date: 24 September 2021

Dear MR L LUTFI

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6985

Your area: MORTLAKE 610530

Your home:

26 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
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Electrical Testing	£0.00	£8.30	£0.00
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Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
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Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

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This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

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Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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000158

MR M NAIMI SARBAGHI & MRS A KERMAJANI
27 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

684304

Date: 24 September 2021

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Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

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If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000159

MR E CHARLESWORTH
28 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

675890

Date: 24 September 2021

Dear MR E CHARLESWORTH

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6987

Your area: MORTLAKE 610530

Your home:

28 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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Types of service charge costs continued

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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
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- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

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000160

MS D SHIELDS
29 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

331551

Date: 24 September 2021

Dear MS D SHIELDS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6988

Your area: MORTLAKE 610530

Your home:

29 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

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Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
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Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

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How do variable service charges work?

Types of service charge costs.....

Glossary of terms

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

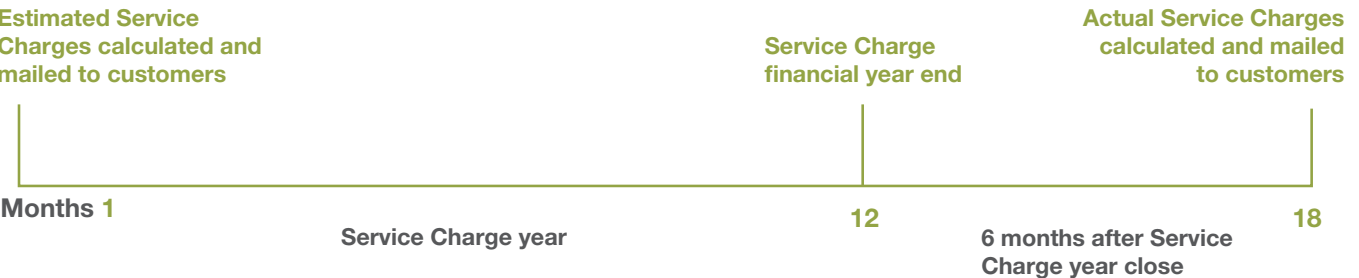
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000161

MRS C MARGARET MARTIN
30 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

206726

Date: 24 September 2021

Dear MRS C MARGARET MARTIN

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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



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 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000162

MR W G & MRS V BENNETT
31 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
LONDON
SW14 7HJ

Your payment reference

10602

Date: 24 September 2021

Dear MR W G & MRS V BENNETT

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 6990

Your area: MORTLAKE 610530

Your home:

31 LADY ELIZABETH HOUSE
67A LOWER RICHMOND ROAD
SW14 7HJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Communal Lifts	£1,324.90	£42.30	£44.16
Pest Control Services	£536.88	£2.35	£3.14
Communal Water	£634.24	£14.83	£21.14
Fire Safety	£5,324.33	£122.57	£83.99
Laundry	£181.20	£15.67	£6.04
Air Conditioning & Ventilation	£768.00	£22.07	£26.48
Electrical Testing	£0.00	£8.30	£0.00
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£3.59	£24.13
Water Safety	£1,296.60	£46.83	£43.22
Warden Call	£699.62	£123.26	£8.97
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£1,006.38	£1,039.47
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Income	£0.00	-£11.90	£0.00
Service Charge Discount	-£76,161.94	-£776.76	-£780.70

Service Charge Discount	-£1,492.68	£0.00	-£53.31
Management fee			
Management Fee	£23,093.16	£235.03	£219.97
Sinking funds			
Capital Provision	£1,479.90	£49.33	£49.33
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£1,108.82	-£1,109.03
Total Charges		-£34.34	-£207.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£172.93

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
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Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
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Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
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- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
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 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000163

MS M MIKHAEEL
19 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

55926

Date: 24 September 2021

Dear MS M MIKHAEEL

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15436

Your area: MORTLAKE 610530

Your home:
19 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

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How do variable service charges work?

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Glossary of terms

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
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**Actual Service Charges
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If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

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 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
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A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000164

MISS M MCNEIL
20 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

292299

Date: 24 September 2021

Dear MISS M MCNEIL

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15437

Your area: MORTLAKE 610530

Your home:
20 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
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Service Charge financial year end

Actual Service Charges calculated and mailed to customers



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- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000165

MISS J PYZER
21 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

49964

Date: 24 September 2021

Dear MISS J PYZER

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15438

Your area: MORTLAKE 610530

Your home:
21 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
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September 2021

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
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000166

MISS M CARR
22 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

43622

Date: 24 September 2021

Dear MISS M CARR

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

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Property reference: 15439

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
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**Actual Service Charges
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 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000167

MS P DOUGLAS
23 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

215438

Date: 24 September 2021

Dear MS P DOUGLAS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15440

Your area: MORTLAKE 610530

Your home:
23 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

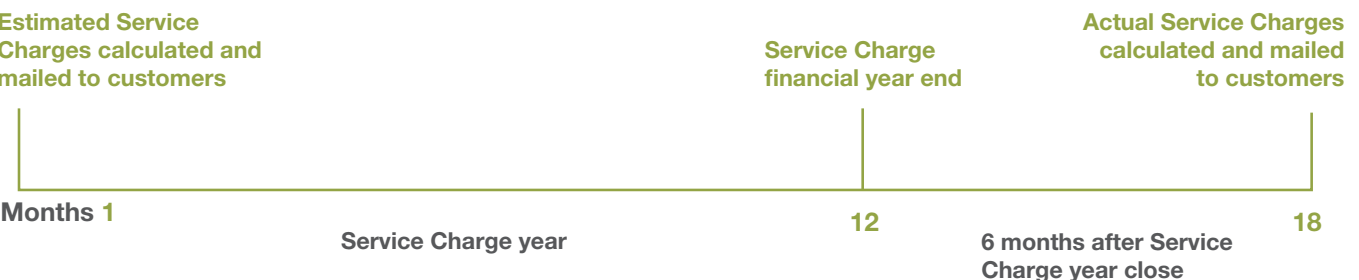
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
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 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
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 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
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- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000168

MS L BENNETT
24 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

321604

Date: 24 September 2021

Dear MS L BENNETT

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15441

Your area: MORTLAKE 610530

Your home:
24 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
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Door Entry	£1,606.93	£24.22	£20.60
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Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
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Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
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September 2021

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How do variable service charges work?

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

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End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

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 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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Glossary of terms

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000169

MR P FRANCIS
25 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

215440

Date: 24 September 2021

Dear MR P FRANCIS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15442

Your area: MORTLAKE 610530

Your home:
25 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

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 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000170

MR M & MRS T DEGHANI
26 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

320268

Date: 24 September 2021

Dear MR M & MRS T DEGHANI

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15443

Your area: MORTLAKE 610530

Your home:
26 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
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September 2021

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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000171

MISS E SWEET
27 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

545983

Date: 24 September 2021

Dear MISS E SWEET

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15444

Your area: MORTLAKE 610530

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27 HANSON CLOSE
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 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000172

MR G OLIPHANT
28 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

215443

Date: 24 September 2021

Dear MR G OLIPHANT

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15445

Your area: MORTLAKE 610530

Your home:
28 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
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 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
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 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
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- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
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 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000173

MISS J ACUS
30 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

25729

Date: 24 September 2021

Dear MISS J ACUS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15447

Your area: MORTLAKE 610530

Your home:
30 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
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Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
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Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
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End-of-year surplus

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End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

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 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000174

MR & MRS L BOUARAB
33 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

25730

Date: 24 September 2021

Dear MR & MRS L BOUARAB

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15448

Your area: MORTLAKE 610530

Your home:
33 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
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Final Accounts (Service Charge Actuals)

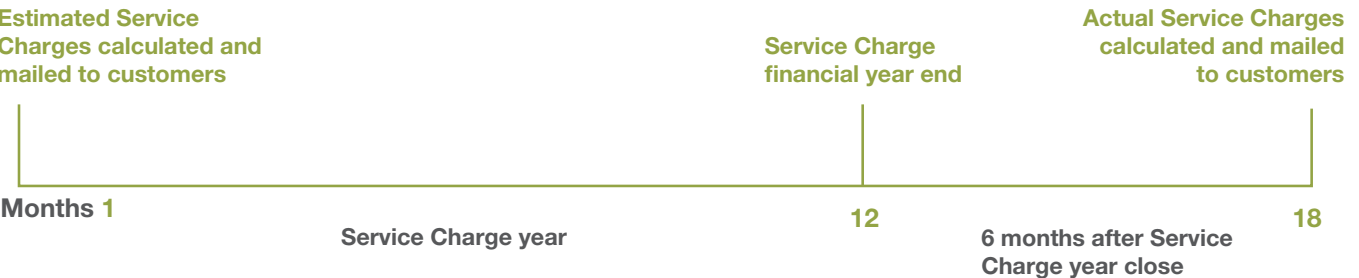
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- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000175

MS T MESSINGHAM
34 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

25731

Date: 24 September 2021

Dear MS T MESSINGHAM

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15449

Your area: MORTLAKE 610530

Your home:
34 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
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Starting Balance	£38,184.30
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Your Service Charges Explained

September 2021

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How do variable service charges work?

Types of service charge costs.....

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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000176

MRS T BENRAHAL
35 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

44436

Date: 24 September 2021

Dear MRS T BENRAHAL

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
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Kind regards



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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15450

Your area: MORTLAKE 610530

Your home:
35 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

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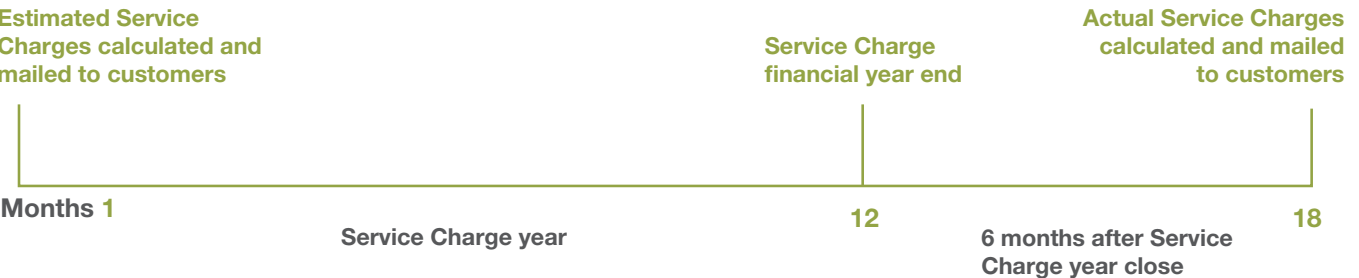
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 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000177

MRS ROSELLE M WILLIAMS
GUINNESS TRUST
36 HANSON CLOSE
MORTLAKE
LONDON
SW14 7RA

Your payment reference

286876

Date: 24 September 2021

Dear MRS ROSELLE M WILLIAMS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15451

Your area: MORTLAKE 610530

Your home:
36 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
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 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
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 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
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 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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Glossary of terms

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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
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Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
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Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000178

MISS C HYNES
1 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

48311

Date: 24 September 2021

Dear MISS C HYNES

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15452

Your area: MORTLAKE 610530

Your home:
1 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
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Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

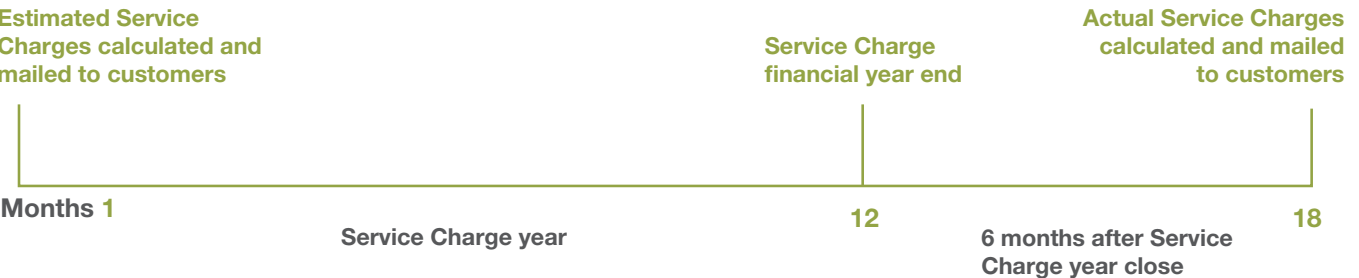
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
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 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000179

MS L EDWARDS
2 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

215451

Date: 24 September 2021

Dear MS L EDWARDS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15453

Your area: MORTLAKE 610530

Your home:
2 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
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Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

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- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

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- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

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000180

MS M NEWMAN
3 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

25736

Date: 24 September 2021

Dear MS M NEWMAN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15454

Your area: MORTLAKE 610530

Your home:
3 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
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Finishing Balance	£40,809.94

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September 2021

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy








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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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000181

MR & MRS C ROSE
4 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

25737

Date: 24 September 2021

Dear MR & MRS C ROSE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

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We invest in people Gold

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Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000182

MRS E HORNE
5 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

25738

Date: 24 September 2021

Dear MRS E HORNE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15456

Your area: MORTLAKE 610530

Your home:
5 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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Types of service charge costs

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Types of service charge costs continued

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Freeholder	A company / person who owns the building outright.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
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- who should pay the service charge and who it should be paid to;
- the amount;
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- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

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(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000183

MR S LYNCH
6 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

25739

Date: 24 September 2021

Dear MR S LYNCH

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15457

Your area: MORTLAKE 610530

Your home:
6 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
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Your Service Charges Explained

September 2021

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How do variable service charges work?

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Glossary of terms

What is a service charge?

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
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If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000184

MR D SOMERS
7 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

545996

Date: 24 September 2021

Dear MR D SOMERS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15458

Your area: MORTLAKE 610530

Your home:
7 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
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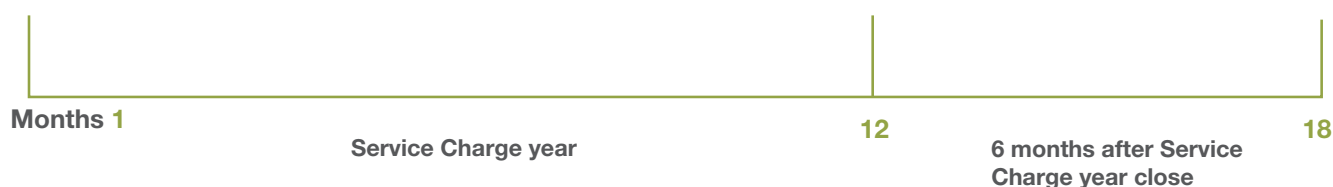
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Service Charge financial year end

Actual Service Charges calculated and mailed to customers



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Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000185

MRS N SOMASUNDERAM
8 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

25761

Date: 24 September 2021

Dear MRS N SOMASUNDERAM

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15459

Your area: MORTLAKE 610530

Your home:
8 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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 - a matter has been decided by a court.
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- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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000186

MR P WILLS & MS D LEWIS
9 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

25762

Date: 24 September 2021

Dear MR P WILLS & MS D LEWIS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15460

Your area: MORTLAKE 610530

Your home:
9 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy








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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000187

MR REIGN
10 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

215459

Date: 24 September 2021

Dear MR REIGN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15461

Your area: MORTLAKE 610530

Your home:
10 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

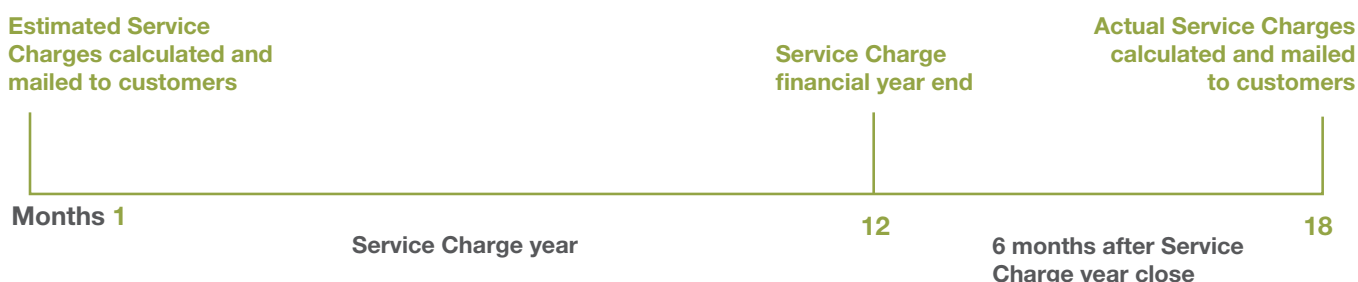
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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms



End-of-year surplus

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End-of-year deficit

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Types of service charge costs

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Types of service charge costs continued

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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000188

MRS S PRAMWEN
11 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

25764

Date: 24 September 2021

Dear MRS S PRAMWEN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15462

Your area: MORTLAKE 610530

Your home:
11 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

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How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

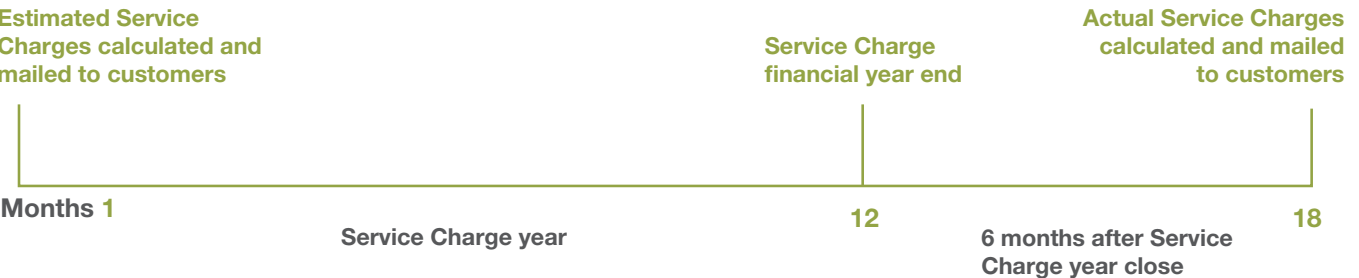
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
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 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000189

MS M R BYRNE & MS S M T PAVLIK
15 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

25876

Date: 24 September 2021

Dear MS M R BYRNE & MS S M T PAVLIK

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15523

Your area: MORTLAKE 610530

Your home:
15 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

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 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000190

MS D MORGAN
16 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

25877

Date: 24 September 2021

Dear MS D MORGAN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15524

Your area: MORTLAKE 610530

Your home:
16 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.81	£5.84
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.55	£488.20
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
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September 2021

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How do variable service charges work?

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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000191

MS A PROWSE
17 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

94396

Date: 24 September 2021

Dear MS A PROWSE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15525

Your area: MORTLAKE 610530

Your home:
17 HANSON CLOSE
MORTLAKE
SW14 7SH

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1 April 2020 to 31 March 2021

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 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000192

MRS D B NORTON
31 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

25894

Date: 24 September 2021

Dear MRS D B NORTON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15527

Your area: MORTLAKE 610530

Your home:
31 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

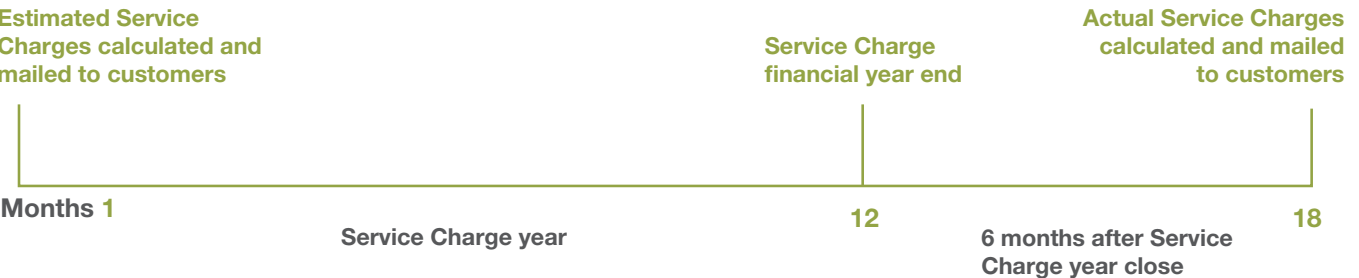
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
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 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
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Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
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Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
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Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000193

MRS M MCCARTHY & Miss Michelle Mccarthy
32 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

474252

Date: 24 September 2021

Dear MRS M MCCARTHY & Miss Michelle Mccarthy

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

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Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15528

Your area: MORTLAKE 610530

Your home:
32 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
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Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

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At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

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At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Service Charge Element	Description of cost
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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000194

MR G AZIZ
13 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

25896

Date: 24 September 2021

Dear MR G AZIZ

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15529

Your area: MORTLAKE 610530

Your home:
13 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
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- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000195

MRS S WEBB
14 HANSON CLOSE
MORTLAKE
RICHMOND
LONDON
SW14 7SH

Your payment reference

94397

Date: 24 September 2021

Dear MRS S WEBB

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 15530

Your area: MORTLAKE 610530

Your home:
14 HANSON CLOSE
MORTLAKE
SW14 7SH

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Window Cleaning	£172.80	£5.90	£1.66
Communal Electricity	£13,008.20	£96.30	£118.61
Fly Tipping Removal	£1,173.00	£25.06	£6.86
Pest Control Services	£536.88	£2.35	£3.14
Fire Safety	£5,324.33	£61.46	£47.85
Door Entry	£1,606.93	£24.22	£20.60
Communal TV Aerials / System	£1,282.70	£0.96	£6.47
Bin Hire	£1,000.00	£7.82	£5.85
Estate Service Cost	£122,867.83	£750.15	£774.80
Tree Works/Landscaping	£2,077.15	£11.33	£12.15
Warden Call	£699.62	£19.26	£8.97
Service Charge Discount	-£76,161.94	-£553.27	-£556.07
Management fee			
Management Fee	£22,462.42	£150.72	£151.04
Surplus Deficit			
Surplus/Deficit	-£41,716.00	-£113.70	-£113.72
Total Charges		£488.56	£488.21
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£0.35

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing

your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholders SFB	
Starting Balance	£38,184.30
Income	£1,480.11
Interest at 0.3%	£2,214.58
Finishing Balance	£40,809.94

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000196

MR P XIAO & MS X LIU
FLAT 707
WESTWOOD HOUSE
54 MILLHARBOUR LANE
MILLWILL
LONDON
E14 9DJ

Your payment reference

565033

Date: 24 September 2021

Dear MR P XIAO & MS X LIU

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 178288

Your area: LANTERNS COURT 610450

Your home:

FLAT 707

WESTWOOD HOUSE

E14 9DJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£184.00	£23.00	£23.00
Pest Control Services	£0.00	£1.62	£0.00
CCTV & External Alarms	£0.00	£9.33	£0.00
Managing Agent Charge	£295,464.84	£2,636.64	£3,298.63
Management fee			
Management Fee	£6,465.99	£129.10	£129.10
Service charges			
Accountancy Fee	£184.00	£23.00	£23.00
Pest Control Services	£0.00	£1.62	£0.00
CCTV & External Alarms	£0.00	£9.33	£0.00
Managing Agent Charge	£295,464.84	£2,636.64	£3,298.63
Management fee			
Management Fee	£6,465.99	£129.10	£129.10
Total Charges		£2,820.39	£3,471.43
This means the original estimate was too little by: This will be debited to your Guinness account			£651.04

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

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Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

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If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

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We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **LANTERNS COURT**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for LANTERNS COURT. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

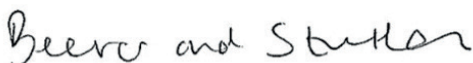
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000197

M BYRNE
1 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

661505

Date: 24 September 2021

Dear M BYRNE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_1

Your area: Anderton Place 540090

Your home:

1 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
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 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000198

MRS SHEILA DODD
10 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002463

Date: 24 September 2021

Dear MRS SHEILA DODD

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_10

Your area: Anderton Place 540090

Your home:

10 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
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This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
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Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
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Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

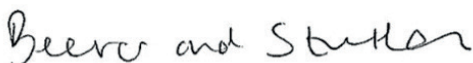
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000199

MRS M BIRD
11 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003621

Date: 24 September 2021

Dear MRS M BIRD

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_11

Your area: Anderton Place 540090

Your home:

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Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.







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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

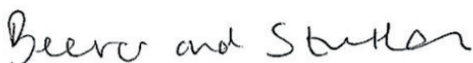
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000200

MS B APPLETON
12 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654122

Date: 24 September 2021

Dear MS B APPLETON

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_12

Your area: Anderton Place 540090

Your home:

12 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
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Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



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Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
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Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

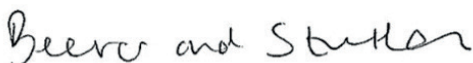
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000201

MRS P BOYLE
14 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002465

Date: 24 September 2021

Dear MRS P BOYLE

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_14

Your area: Anderton Place 540090

Your home:

14 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy





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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
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 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
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Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
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Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
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Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

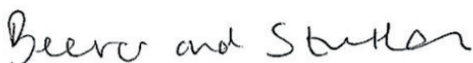
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000202

MR A & MRS S MILNER
15 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002467

Date: 24 September 2021

Dear MR A & MRS S MILNER

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_15

Your area: Anderton Place 540090

Your home:

15 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.






We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

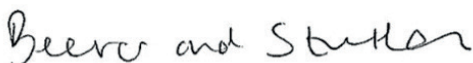
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000203

Mrs S A Hogan
16 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004420

Date: 24 September 2021

Dear Mrs S A Hogan

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_16

Your area: Anderton Place 540090

Your home:
16 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
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End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000204

MRS DVG HOSKINS
17 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654126

Date: 24 September 2021

Dear MRS DVG HOSKINS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_17

Your area: Anderton Place 540090

Your home:
17 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
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Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

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How do variable service charges work?

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Final Accounts (Service Charge Actuals)

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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



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Types of service charge costs continued

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
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Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
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- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000205

Captain J Murray
18 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004606

Date: 24 September 2021

Dear Captain J Murray

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_18

Your area: Anderton Place 540090

Your home:

18 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

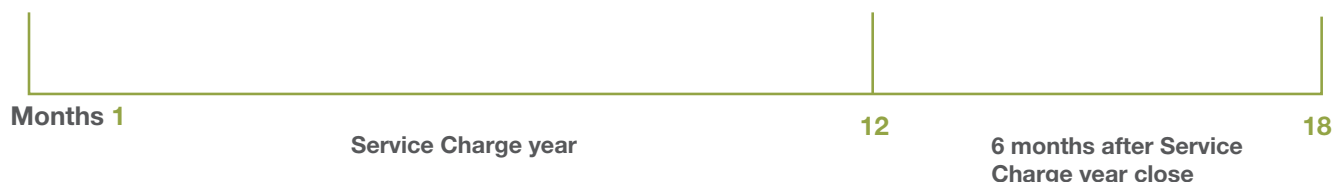
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000206

MRS A JENNINGS
19 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004677

Date: 24 September 2021

Dear MRS A JENNINGS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_19

Your area: Anderton Place 540090

Your home:
19 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Private Gas	£43,246.11	£574.22	£745.62
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Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

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Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

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Service Charge financial year end

Actual Service Charges calculated and mailed to customers



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If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs continued

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A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000207

MR I MOORE
2 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004783

Date: 24 September 2021

Dear MR I MOORE

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_2

Your area: Anderton Place 540090

Your home:

2 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

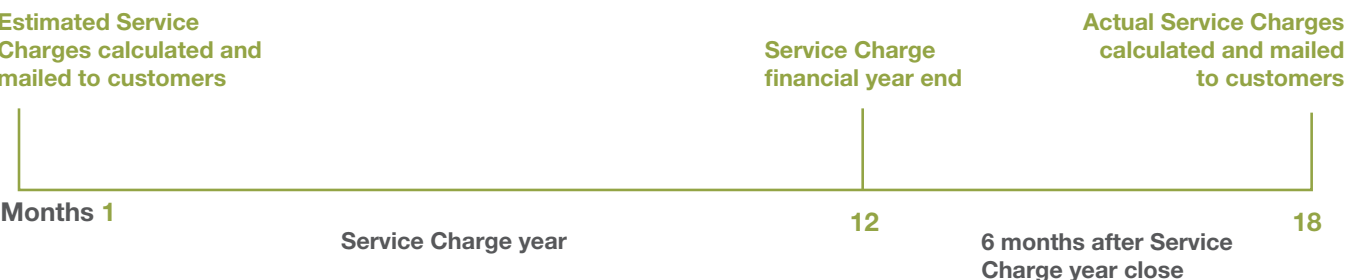
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
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Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
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Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

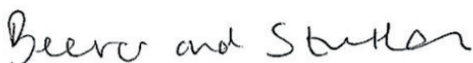
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000208

Mr Keith Lowe
20 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003458

Date: 24 September 2021

Dear Mr Keith Lowe

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_20

Your area: Anderton Place 540090

Your home:

20 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

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How do variable service charges work?

Types of service charge costs.....

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What is a service charge?

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000209

MR J & MRS J ROBERTS
21 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654131

Date: 24 September 2021

Dear MR J & MRS J ROBERTS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_21

Your area: Anderton Place 540090

Your home:

21 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Private Gas	£43,246.11	£574.22	£745.62
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Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

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Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
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Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000210

Mr Derry Hendon Griffiths
22 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004988

Date: 24 September 2021

Dear Mr Derry Hendon Griffiths

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_22

Your area: Anderton Place 540090

Your home:

22 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

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How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
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- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000211

P REVILLE
23 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

680189

Date: 24 September 2021

Dear P REVILLE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_23

Your area: Anderton Place 540090

Your home:

23 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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Your privacy

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Types of service charge costs

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 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000212

Mrs E Roberts
24 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50005091

Date: 24 September 2021

Dear Mrs E Roberts

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_24

Your area: Anderton Place 540090

Your home:
24 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy





We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000213

MRS CATHERINE GIBLIN
25 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004430

Date: 24 September 2021

Dear MRS CATHERINE GIBLIN

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_25

Your area: Anderton Place 540090

Your home:

25 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
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Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
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Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
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Your Service Charges Explained

September 2021

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What is a service charge?.....

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

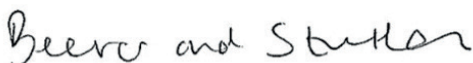
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000214

Mrs Iris Finn
26 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003482

Date: 24 September 2021

Dear Mrs Iris Finn

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_26

Your area: Anderton Place 540090

Your home:

26 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

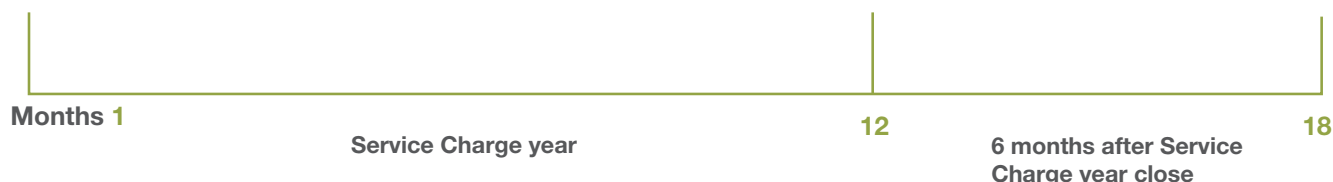
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

Service Charge Element	Description of cost
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

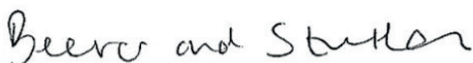
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000215

MRS CHRISTINE SAGE
27 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002473

Date: 24 September 2021

Dear MRS CHRISTINE SAGE

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_27

Your area: Anderton Place 540090

Your home:

27 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

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Actual Service Charges calculated and mailed to customers



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 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

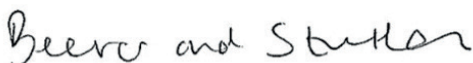
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000216

MS J RUEBOTHAM
Northwich
Cheshire
CW9 7SN

Your payment reference

654138

Date: 24 September 2021

Dear MS J RUEBOTHAM

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_28

Your area: Anderton Place 540090

Your home:

28 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

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Freeholder	A company / person who owns the building outright.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
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Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

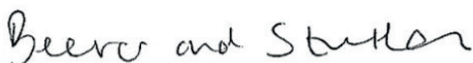
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000217

MISS C OWEN
29 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654139

Date: 24 September 2021

Dear MISS C OWEN

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_29

Your area: Anderton Place 540090

Your home:

29 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

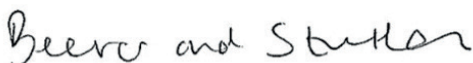
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000218

MR J & MRS S NOLAN
3 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002458

Date: 24 September 2021

Dear MR J & MRS S NOLAN

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_3

Your area: Anderton Place 540090

Your home:

3 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
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Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
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Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
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Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
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Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

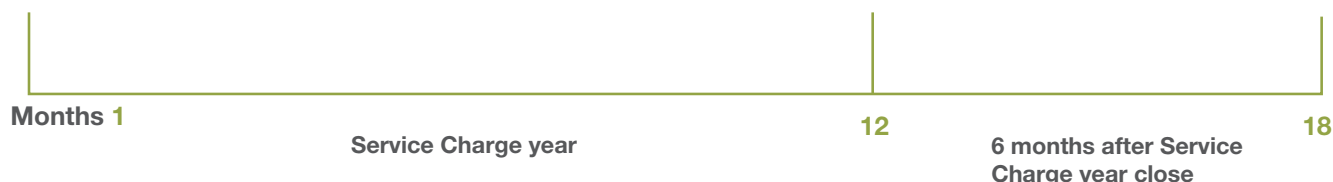
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.



We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

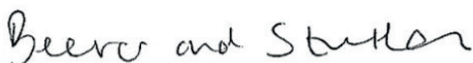
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000219

Mrs I Lomas
30 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002598

Date: 24 September 2021

Dear Mrs I Lomas

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_30

Your area: Anderton Place 540090

Your home:

30 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

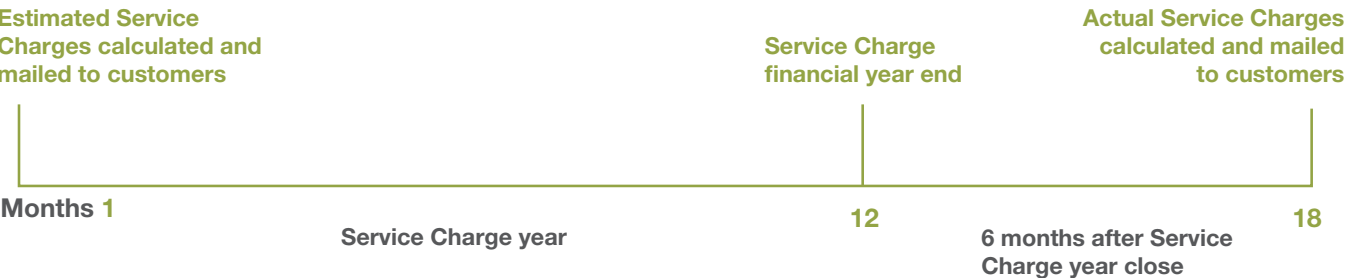
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
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 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

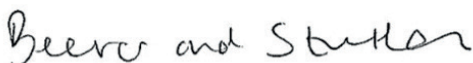
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000220

MR W & MRS K LOWE
31 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654142

Date: 24 September 2021

Dear MR W & MRS K LOWE

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_31

Your area: Anderton Place 540090

Your home:

31 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

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Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

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 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

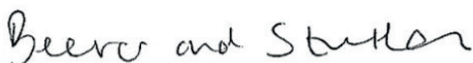
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000221

MR JB LITTLE
32 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

662797

Date: 24 September 2021

Dear MR JB LITTLE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_32

Your area: Anderton Place 540090

Your home:

32 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

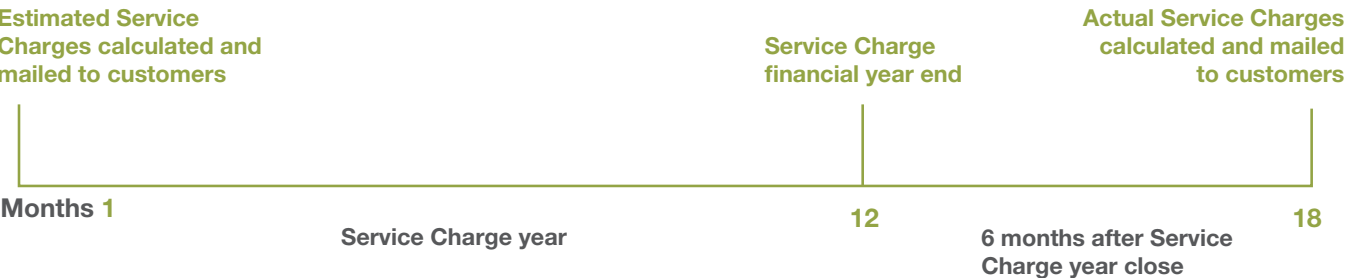
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
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Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
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(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000222

MR J MORRIS
33 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

683440

Date: 24 September 2021

Dear MR J MORRIS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_33

Your area: Anderton Place 540090

Your home:

33 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
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End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000223

MR R HODKINSON
34 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654145

Date: 24 September 2021

Dear MR R HODKINSON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_34

Your area: Anderton Place 540090

Your home:

34 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

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How do variable service charges work?

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At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



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Types of service charge costs continued

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Glossary of terms

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
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Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

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(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000224

Mr Roy Walker
35 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004657

Date: 24 September 2021

Dear Mr Roy Walker

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_35

Your area: Anderton Place 540090

Your home:

35 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

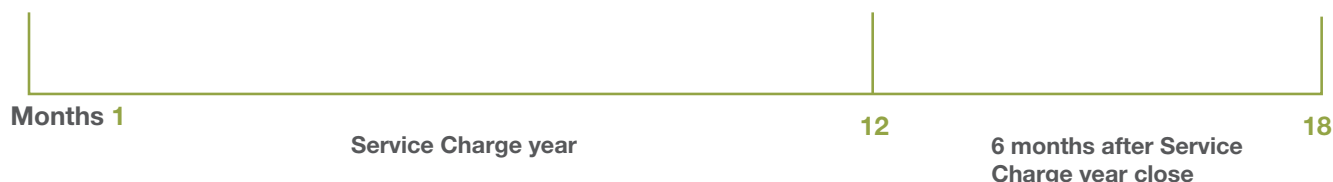
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000225

MR R STONE
36 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654147

Date: 24 September 2021

Dear MR R STONE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_36

Your area: Anderton Place 540090

Your home:

36 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

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Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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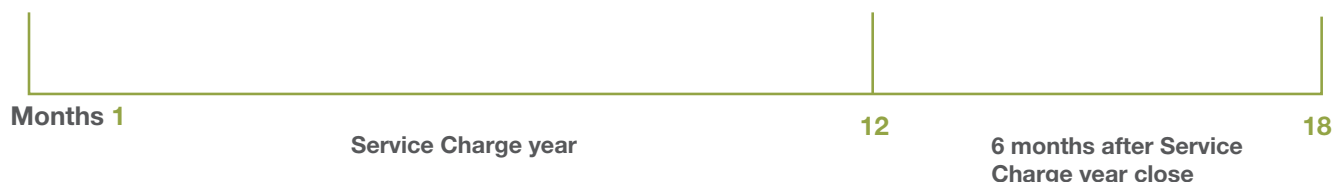
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000226

Mr & Mrs Forshaw
37 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003025

Date: 24 September 2021

Dear Mr & Mrs Forshaw

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_37

Your area: Anderton Place 540090

Your home:

37 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy









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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000227

MRS J WELSH
38 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002474

Date: 24 September 2021

Dear MRS J WELSH

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_38

Your area: Anderton Place 540090

Your home:

38 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000228

Russell Davies
39 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002384

Date: 24 September 2021

Dear Russell Davies

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_39

Your area: Anderton Place 540090

Your home:

39 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000229

MRS J & MR A WALTON
4 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654151

Date: 24 September 2021

Dear MRS J & MR A WALTON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_4

Your area: Anderton Place 540090

Your home:

4 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

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At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
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End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
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Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000230

MR P & MRS M GOGARTY
40 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003331

Date: 24 September 2021

Dear MR P & MRS M GOGARTY

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_40

Your area: Anderton Place 540090

Your home:

40 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
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Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

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Service Charge financial year end

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Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

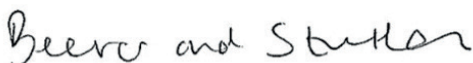
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000231

MRS PAULINE ROGERS
41 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003249

Date: 24 September 2021

Dear MRS PAULINE ROGERS

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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Property reference: DW_00800_41

Your area: Anderton Place 540090

Your home:

41 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

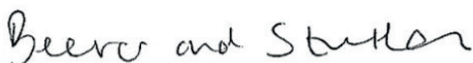
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000232

MR C PENNY
21 PULFORD CLOSE
NORTHWICH
CW9 8FS

Your payment reference

50002845

Date: 24 September 2021

Dear MR C PENNY

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_42

Your area: Anderton Place 540090

Your home:

42 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

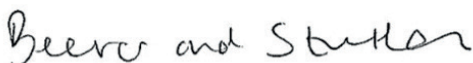
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000233

MR D FORREST
43 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002558

Date: 24 September 2021

Dear MR D FORREST

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_43

Your area: Anderton Place 540090

Your home:

43 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

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Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66

Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75
Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
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 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

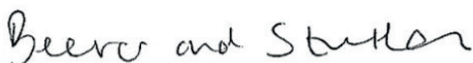
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000234

MR J MARSHALL
44 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

663570

Date: 24 September 2021

Dear MR J MARSHALL

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_44

Your area: Anderton Place 540090

Your home:

44 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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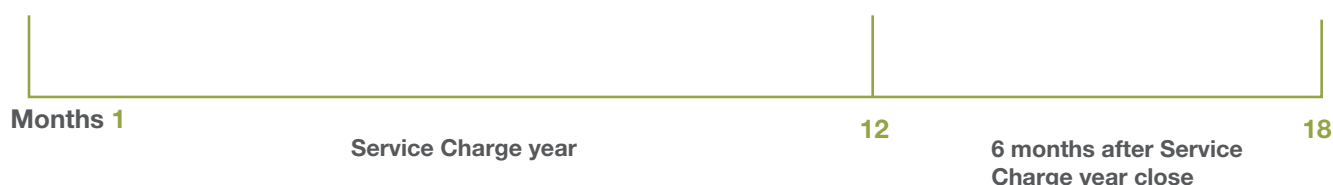
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Charges calculated and
mailed to customers**

**Service Charge
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**Actual Service Charges
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Types of service charge costs continued

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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000235

MR J HUNTER
45 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654157

Date: 24 September 2021

Dear MR J HUNTER

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_45

Your area: Anderton Place 540090

Your home:

45 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

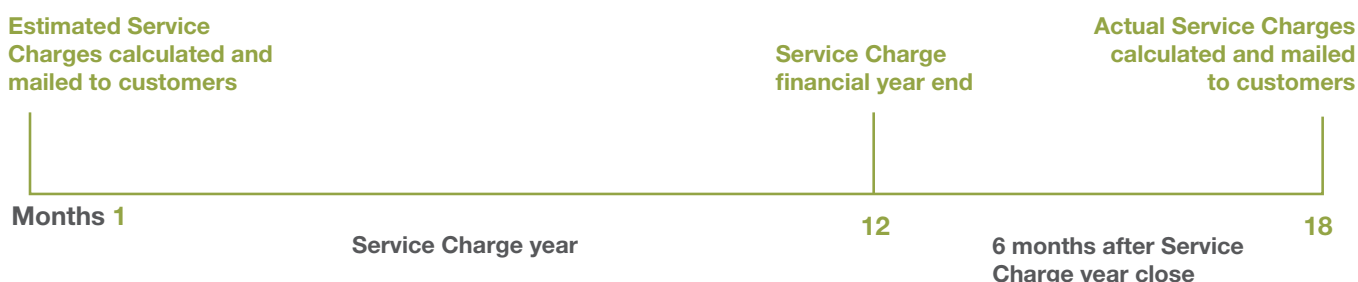
Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000236

Mrs G Higgins
46 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002468

Date: 24 September 2021

Dear Mrs G Higgins

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_46

Your area: Anderton Place 540090

Your home:

46 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy





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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

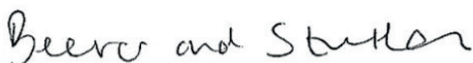
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000237

MS G HARDING
47 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654159

Date: 24 September 2021

Dear MS G HARDING

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_47

Your area: Anderton Place 540090

Your home:

47 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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Types of service charge costs continued

Service Charge Element	Description of cost
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Freeholder	A company / person who owns the building outright.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
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Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000238

Mrs E Brookfield
48 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002767

Date: 24 September 2021

Dear Mrs E Brookfield

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_48

Your area: Anderton Place 540090

Your home:

48 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000239

Mr A Raine
49 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003910

Date: 24 September 2021

Dear Mr A Raine

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_49

Your area: Anderton Place 540090

Your home:

49 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.



We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

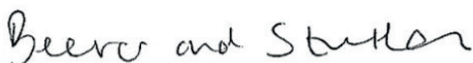
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000240

MRS S RIGBY
5 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654162

Date: 24 September 2021

Dear MRS S RIGBY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_5

Your area: Anderton Place 540090

Your home:

5 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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Types of service charge costs continued

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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
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Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000241

MR B REID
PO Box 187
4th Floor, Civic Way,
Ellesmere Port
CH34 9DB

Your payment reference

654163

Date: 24 September 2021

Dear MR B REID

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_50

Your area: Anderton Place 540090

Your home:

50 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000242

MRS P ALLGOOD
51 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654164

Date: 24 September 2021

Dear MRS P ALLGOOD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_51

Your area: Anderton Place 540090

Your home:

51 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

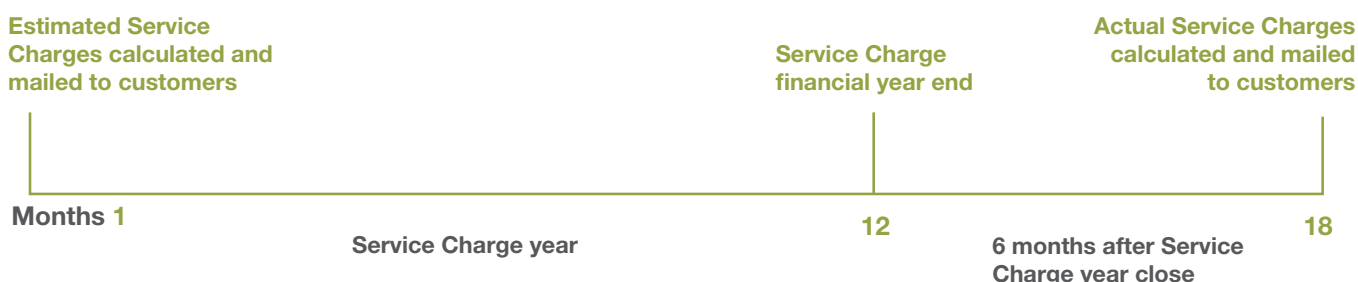
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Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000243

MS M RUSSELL
52 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654165

Date: 24 September 2021

Dear MS M RUSSELL

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_52

Your area: Anderton Place 540090

Your home:

52 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.






We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

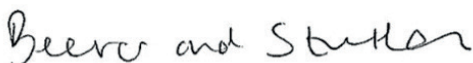
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000244

Mr Norman Cookson
53 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003445

Date: 24 September 2021

Dear Mr Norman Cookson

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_53

Your area: Anderton Place 540090

Your home:

53 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000245

Mrs Patricia Guy
54 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003208

Date: 24 September 2021

Dear Mrs Patricia Guy

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

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a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_54

Your area: Anderton Place 540090

Your home:

54 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

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1 April 2020 to 31 March 2021

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Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000246

MR B & MRS P COBBOLD
55 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004286

Date: 24 September 2021

Dear MR B & MRS P COBBOLD

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_55

Your area: Anderton Place 540090

Your home:

55 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

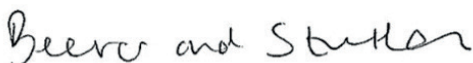
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000247

MRS A FLYNN
56 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654169

Date: 24 September 2021

Dear MRS A FLYNN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_56

Your area: Anderton Place 540090

Your home:

56 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

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At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
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If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
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Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000248

Mrs Joan Morris
57 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002389

Date: 24 September 2021

Dear Mrs Joan Morris

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_57

Your area: Anderton Place 540090

Your home:

57 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

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Final Accounts (Service Charge Actuals)

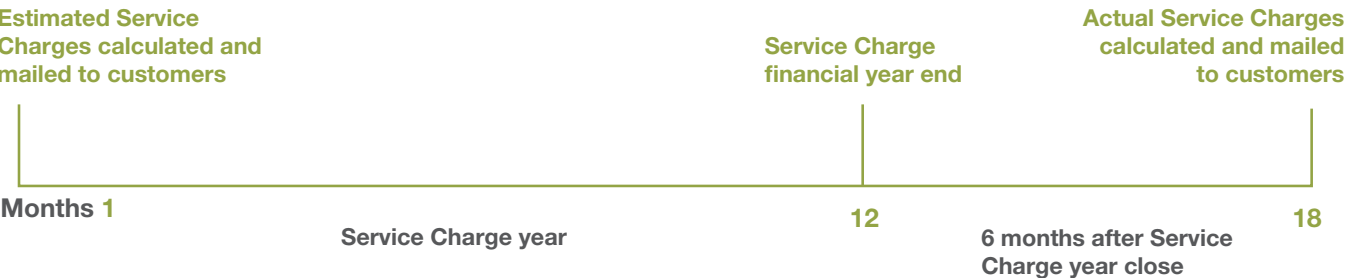
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- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000249

MRS F COXHEAD
58 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002900

Date: 24 September 2021

Dear MRS F COXHEAD

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_58

Your area: Anderton Place 540090

Your home:

58 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

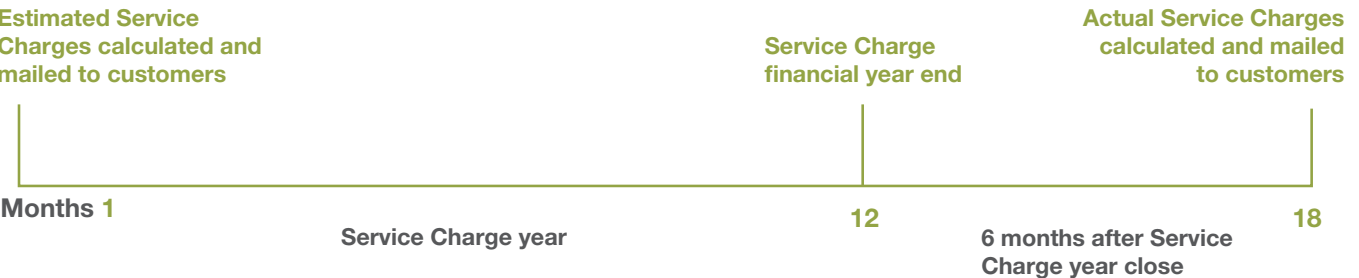
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

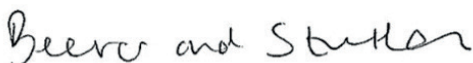
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000250

Mr & Mrs M Leggett
59 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004422

Date: 24 September 2021

Dear Mr & Mrs M Leggett

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_59

Your area: Anderton Place 540090

Your home:

59 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Private Charge	£2,922.00	£50.38	£50.38
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Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000251

Mrs J Crawshaw
6 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004659

Date: 24 September 2021

Dear Mrs J Crawshaw

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_6

Your area: Anderton Place 540090

Your home:

6 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

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Actual Service Charges calculated and mailed to customers



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If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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Types of service charge costs

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Types of service charge costs continued

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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
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Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
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- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

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- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
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(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000252

MRS M IRVINE
7 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004221

Date: 24 September 2021

Dear MRS M IRVINE

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_7

Your area: Anderton Place 540090

Your home:

7 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

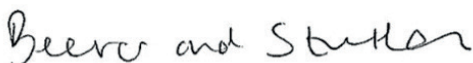
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000253

Mrs Fanny Dallaway
3 Wilkinson Way
Winsford
Cheshire
CW7 1RF

Your payment reference

50002513

Date: 24 September 2021

Dear Mrs Fanny Dallaway

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_8

Your area: Anderton Place 540090

Your home:

8 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Private Charge	£2,922.00	£50.38	£50.38
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Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000254

MRS A HEASLIP
9 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003042

Date: 24 September 2021

Dear MRS A HEASLIP

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_9

Your area: Anderton Place 540090

Your home:

9 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be credited to your Guinness account			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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Freeholder	A company / person who owns the building outright.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
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Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Anderton Place**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Anderton Place. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

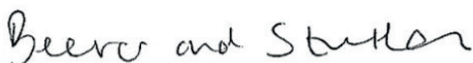
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000255

M BYRNE
1 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

661505

Date: 24 September 2021

Dear M BYRNE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_1

Your area: Anderton Place 540090

Your home:

1 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000256

MRS SHEILA DODD
10 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002463

Date: 24 September 2021

Dear MRS SHEILA DODD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_10

Your area: Anderton Place 540090

Your home:

10 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

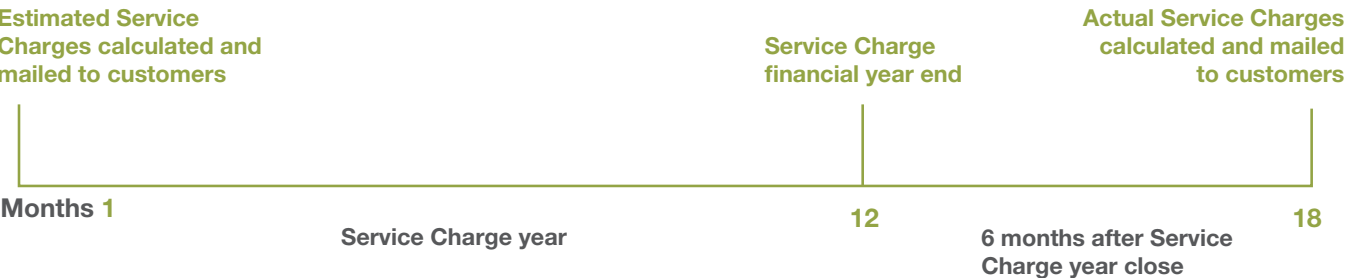
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
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 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
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Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000257

MRS M BIRD
11 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003621

Date: 24 September 2021

Dear MRS M BIRD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_11

Your area: Anderton Place 540090

Your home:

11 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
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Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

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Final Accounts (Service Charge Actuals)

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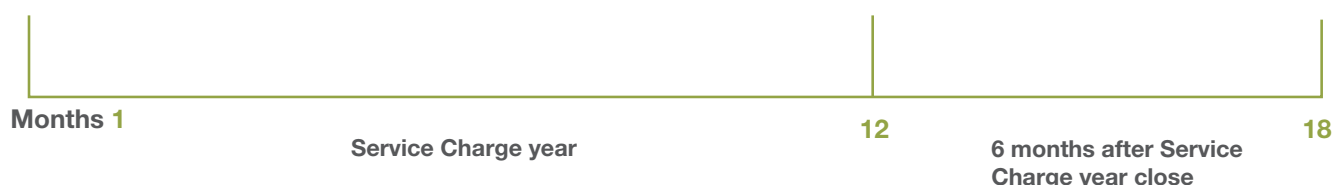
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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



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Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
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Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000258

MS B APPLETON
12 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654122

Date: 24 September 2021

Dear MS B APPLETON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_12

Your area: Anderton Place 540090

Your home:

12 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

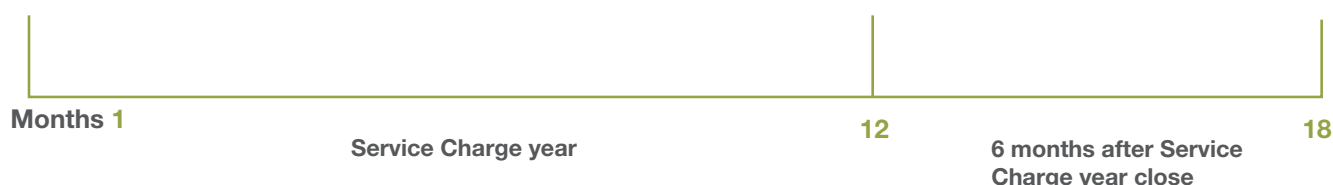
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy








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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

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 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000259

MRS P BOYLE
14 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002465

Date: 24 September 2021

Dear MRS P BOYLE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_14

Your area: Anderton Place 540090

Your home:

14 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
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Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
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Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
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Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
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Private Gas	£43,246.11	£574.22	£745.62
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However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

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Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
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Starting Balance	£9,950.00
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Your Service Charges Explained

September 2021

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How do variable service charges work?

Types of service charge costs.....

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

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**Estimated Service
Charges calculated and
mailed to customers**

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

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000260

MR A & MRS S MILNER
15 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002467

Date: 24 September 2021

Dear MR A & MRS S MILNER

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_15

Your area: Anderton Place 540090

Your home:

15 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy





We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000261

Mrs S A Hogan
16 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004420

Date: 24 September 2021

Dear Mrs S A Hogan

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_16

Your area: Anderton Place 540090

Your home:

16 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.



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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000262

MRS DVG HOSKINS
17 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654126

Date: 24 September 2021

Dear MRS DVG HOSKINS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_17

Your area: Anderton Place 540090

Your home:

17 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000263

Captain J Murray
18 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004606

Date: 24 September 2021

Dear Captain J Murray

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_18

Your area: Anderton Place 540090

Your home:

18 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
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How do variable service charges work?

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At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

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Final Accounts (Service Charge Actuals)

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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Types of service charge costs

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Types of service charge costs continued

Service Charge Element	Description of cost
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000264

MRS A JENNINGS
19 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004677

Date: 24 September 2021

Dear MRS A JENNINGS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_19

Your area: Anderton Place 540090

Your home:
19 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

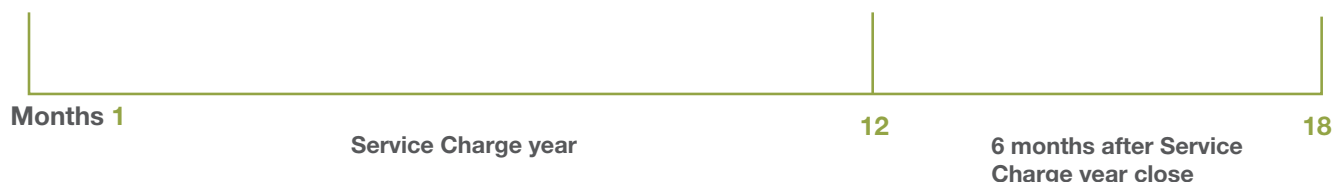
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000265

MR I MOORE
2 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004783

Date: 24 September 2021

Dear MR I MOORE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_2

Your area: Anderton Place 540090

Your home:

2 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

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We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

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At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

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At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

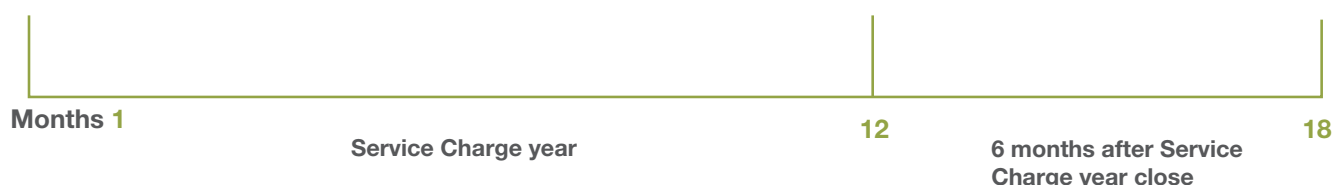
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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



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End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000266

Mr Keith Lowe
20 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003458

Date: 24 September 2021

Dear Mr Keith Lowe

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_20

Your area: Anderton Place 540090

Your home:

20 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

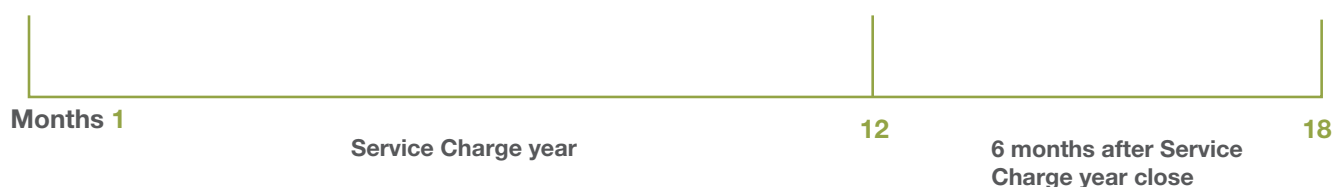
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

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Types of service charge costs continued

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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
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- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000267

MR J & MRS J ROBERTS
21 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654131

Date: 24 September 2021

Dear MR J & MRS J ROBERTS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_21

Your area: Anderton Place 540090

Your home:

21 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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How do variable service charges work?

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What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.



We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000268

Mr Derry Hendon Griffiths
22 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004988

Date: 24 September 2021

Dear Mr Derry Hendon Griffiths

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_22

Your area: Anderton Place 540090

Your home:

22 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Total Charges		£887.50	£978.64
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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

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Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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Actual Service Charges calculated and mailed to customers



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Types of service charge costs continued

Service Charge Element	Description of cost
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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
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Servicing Costs	Regular costs for servicing equipment.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000269

P REVILLE
23 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

680189

Date: 24 September 2021

Dear P REVILLE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_23

Your area: Anderton Place 540090

Your home:

23 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

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How do variable service charges work?

Types of service charge costs.....

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What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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 Call Customer services on **0303 123 1890**
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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000270

Mrs E Roberts
24 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50005091

Date: 24 September 2021

Dear Mrs E Roberts

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_24

Your area: Anderton Place 540090

Your home:

24 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Private Gas	£43,246.11	£574.22	£745.62
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Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
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We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

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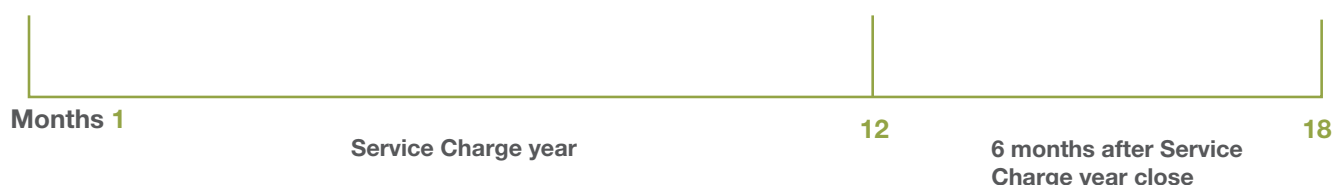
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Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000271

MRS CATHERINE GIBLIN
25 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004430

Date: 24 September 2021

Dear MRS CATHERINE GIBLIN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_25

Your area: Anderton Place 540090

Your home:

25 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
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- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
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We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000272

Mrs Iris Finn
26 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003482

Date: 24 September 2021

Dear Mrs Iris Finn

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_26

Your area: Anderton Place 540090

Your home:

26 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

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1 April 2020 to 31 March 2021

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Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
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Door Entry	£793.84	£8.64	£31.75

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Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
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Private Gas	£43,246.11	£574.22	£745.62
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Private Charge	£2,922.00	£50.38	£50.38
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Total Charges		£4,385.30	£4,325.60
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However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

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Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
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Starting Balance	£9,950.00
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Your Service Charges Explained

September 2021

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How do variable service charges work?

Types of service charge costs.....

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
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**Actual Service Charges
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We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

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000273

MRS CHRISTINE SAGE
27 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002473

Date: 24 September 2021

Dear MRS CHRISTINE SAGE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_27

Your area: Anderton Place 540090

Your home:

27 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000274

MS J RUEBOTHAM
Northwich
Cheshire
CW9 7SN

Your payment reference

654138

Date: 24 September 2021

Dear MS J RUEBOTHAM

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_28

Your area: Anderton Place 540090

Your home:

28 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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Freeholder	A company / person who owns the building outright.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
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- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000275

MISS C OWEN
29 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654139

Date: 24 September 2021

Dear MISS C OWEN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_29

Your area: Anderton Place 540090

Your home:

29 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy











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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

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 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000276

MR J & MRS S NOLAN
3 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002458

Date: 24 September 2021

Dear MR J & MRS S NOLAN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_3

Your area: Anderton Place 540090

Your home:

3 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

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Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
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September 2021

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How do variable service charges work?

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
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 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
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Types of service charge costs continued

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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
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 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000277

Mrs I Lomas
30 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002598

Date: 24 September 2021

Dear Mrs I Lomas

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_30

Your area: Anderton Place 540090

Your home:

30 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
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A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
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(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000278

MR W & MRS K LOWE
31 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654142

Date: 24 September 2021

Dear MR W & MRS K LOWE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_31

Your area: Anderton Place 540090

Your home:

31 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy





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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000279

MR JB LITTLE
32 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

662797

Date: 24 September 2021

Dear MR JB LITTLE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_32

Your area: Anderton Place 540090

Your home:

32 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000280

MR J MORRIS
33 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

683440

Date: 24 September 2021

Dear MR J MORRIS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_33

Your area: Anderton Place 540090

Your home:

33 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

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Types of service charge costs continued

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
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Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000281

MR R HODKINSON
34 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654145

Date: 24 September 2021

Dear MR R HODKINSON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_34

Your area: Anderton Place 540090

Your home:

34 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000282

Mr Roy Walker
35 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004657

Date: 24 September 2021

Dear Mr Roy Walker

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_35

Your area: Anderton Place 540090

Your home:

35 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

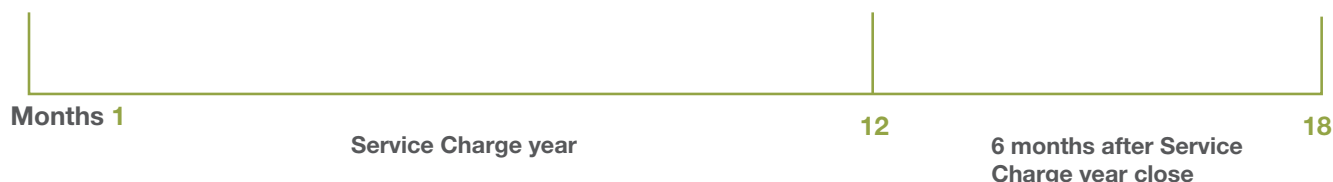
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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
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Types of service charge costs continued

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 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000283

MR R STONE
36 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654147

Date: 24 September 2021

Dear MR R STONE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_36

Your area: Anderton Place 540090

Your home:

36 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.







We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy





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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
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Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000284

Mr & Mrs Forshaw
37 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003025

Date: 24 September 2021

Dear Mr & Mrs Forshaw

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_37

Your area: Anderton Place 540090

Your home:

37 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

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Your Service Charges Explained

September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000285

MRS J WELSH
38 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002474

Date: 24 September 2021

Dear MRS J WELSH

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_38

Your area: Anderton Place 540090

Your home:

38 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

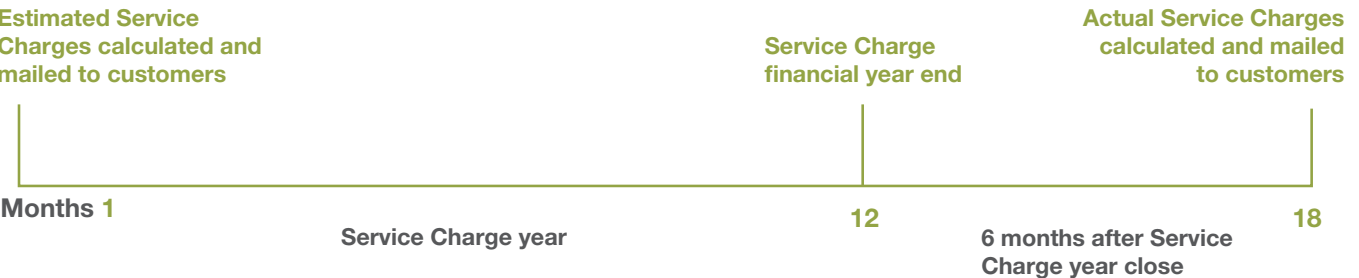
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

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Types of service charge costs continued

Service Charge Element	Description of cost
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000286

Russell Davies
39 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002384

Date: 24 September 2021

Dear Russell Davies

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_39

Your area: Anderton Place 540090

Your home:

39 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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How do variable service charges work?

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000287

MRS J & MR A WALTON
4 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654151

Date: 24 September 2021

Dear MRS J & MR A WALTON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_4

Your area: Anderton Place 540090

Your home:
4 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
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At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

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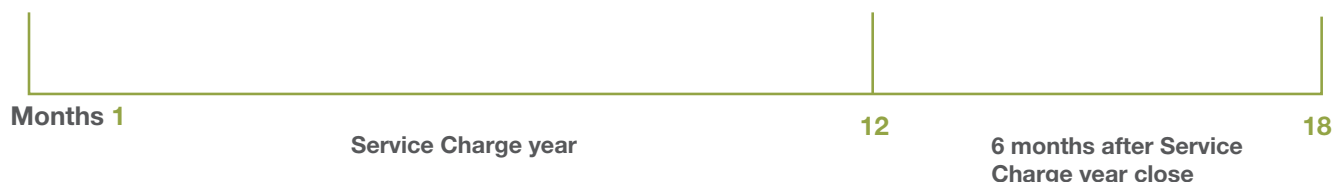
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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
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Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
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Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
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- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
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 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

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- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000288

MR P & MRS M GOGARTY
40 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003331

Date: 24 September 2021

Dear MR P & MRS M GOGARTY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_40

Your area: Anderton Place 540090

Your home:

40 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

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 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000289

MRS PAULINE ROGERS
41 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003249

Date: 24 September 2021

Dear MRS PAULINE ROGERS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_41

Your area: Anderton Place 540090

Your home:

41 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

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1 April 2020 to 31 March 2021

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Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

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Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

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Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
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Your Service Charges Explained

September 2021

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

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At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

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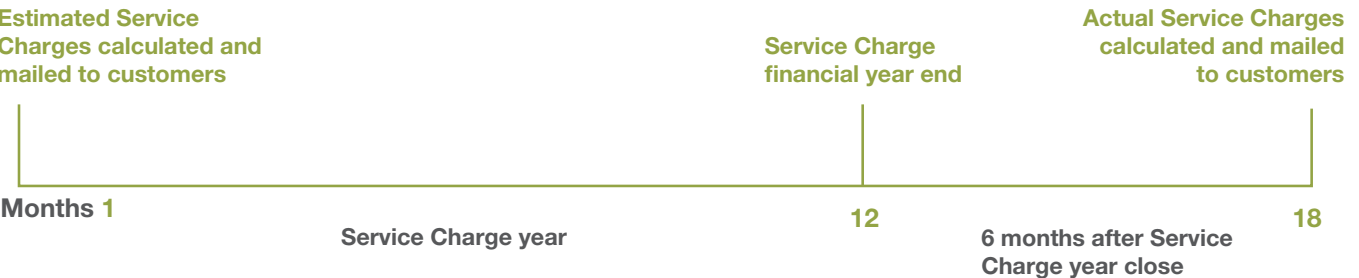
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Service Charge Element	Description of cost
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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

Service Charge Element	Description of cost
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000290

MR C PENNY
21 PULFORD CLOSE
NORTHWICH
CW9 8FS

Your payment reference

50002845

Date: 24 September 2021

Dear MR C PENNY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_42

Your area: Anderton Place 540090

Your home:

42 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
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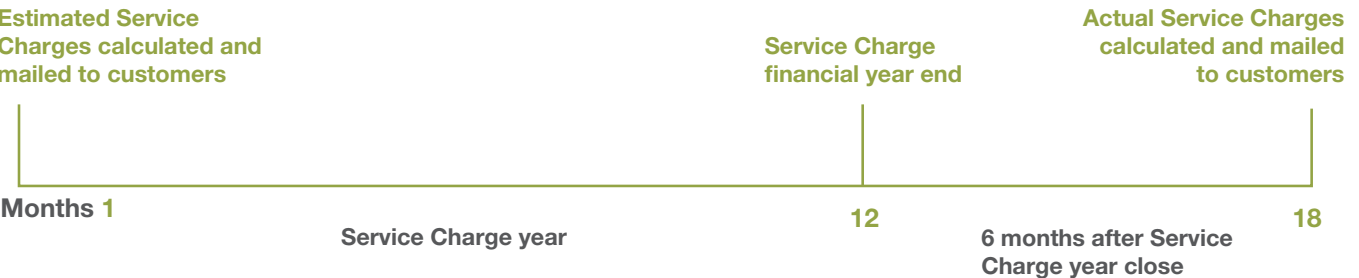
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A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
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(7) If your landlord—

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- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

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(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000291

MR D FORREST
43 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002558

Date: 24 September 2021

Dear MR D FORREST

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_43

Your area: Anderton Place 540090

Your home:

43 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

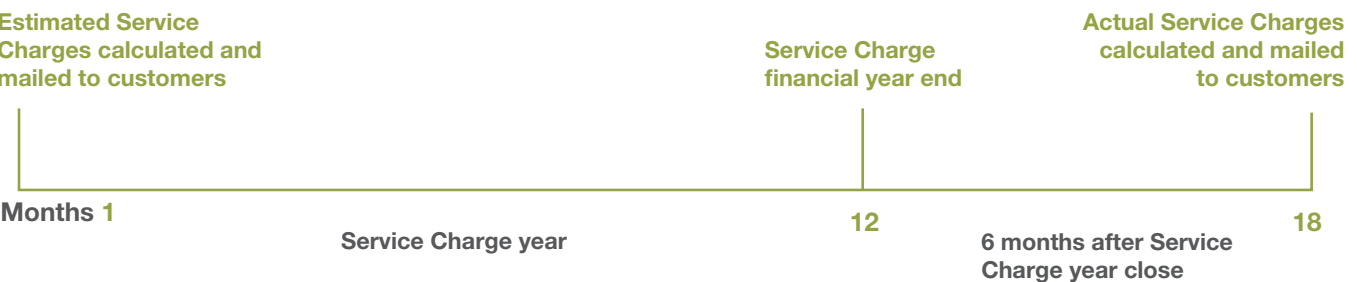
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000292

MR J MARSHALL
44 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

663570

Date: 24 September 2021

Dear MR J MARSHALL

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_44

Your area: Anderton Place 540090

Your home:

44 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy





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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000293

MR J HUNTER
45 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654157

Date: 24 September 2021

Dear MR J HUNTER

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_45

Your area: Anderton Place 540090

Your home:

45 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Total Charges		£887.50	£978.64
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September 2021

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Final Accounts (Service Charge Actuals)

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
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Types of service charge costs

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 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
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 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000294

Mrs G Higgins
46 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002468

Date: 24 September 2021

Dear Mrs G Higgins

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_46

Your area: Anderton Place 540090

Your home:

46 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000295

MS G HARDING
47 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654159

Date: 24 September 2021

Dear MS G HARDING

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_47

Your area: Anderton Place 540090

Your home:

47 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

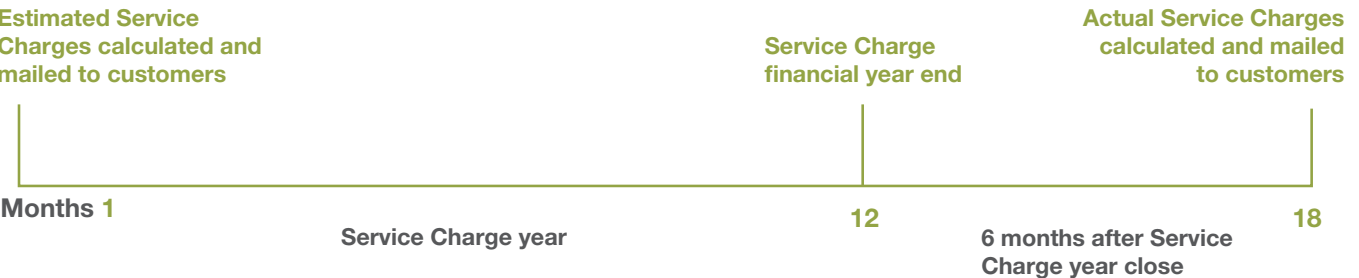
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During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000296

Mrs E Brookfield
48 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002767

Date: 24 September 2021

Dear Mrs E Brookfield

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_48

Your area: Anderton Place 540090

Your home:

48 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
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 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
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Types of service charge costs continued

Service Charge Element	Description of cost
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
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Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
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 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000297

Mr A Raine
49 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003910

Date: 24 September 2021

Dear Mr A Raine

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_49

Your area: Anderton Place 540090

Your home:

49 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

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How do variable service charges work?

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

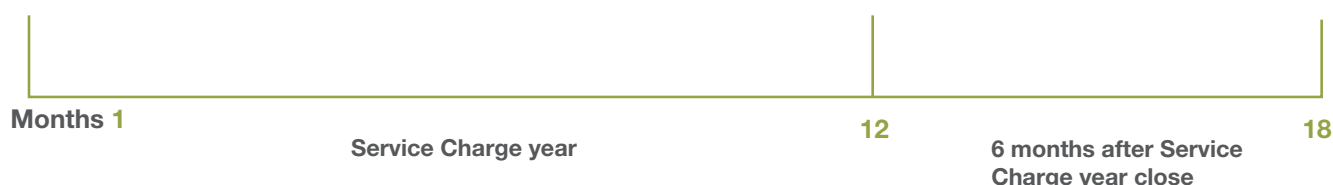
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000298

MRS S RIGBY
5 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654162

Date: 24 September 2021

Dear MRS S RIGBY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_5

Your area: Anderton Place 540090

Your home:

5 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

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1 April 2020 to 31 March 2021

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Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

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Final Accounts (Service Charge Actuals)

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An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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Types of service charge costs

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 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
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 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000299

MR B REID
PO Box 187
4th Floor, Civic Way,
Ellesmere Port
CH34 9DB

Your payment reference

654163

Date: 24 September 2021

Dear MR B REID

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_50

Your area: Anderton Place 540090

Your home:

50 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

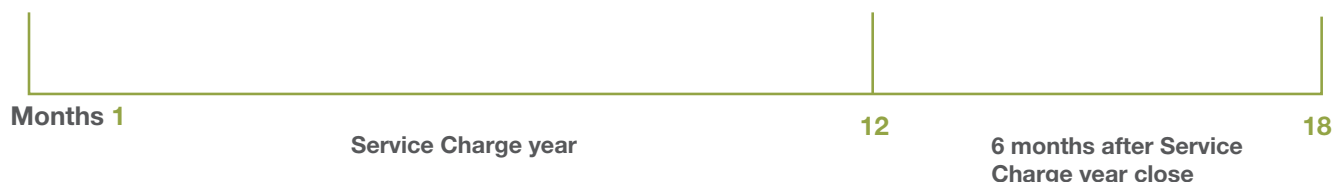
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
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Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000300

MRS P ALLGOOD
51 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654164

Date: 24 September 2021

Dear MRS P ALLGOOD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_51

Your area: Anderton Place 540090

Your home:

51 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

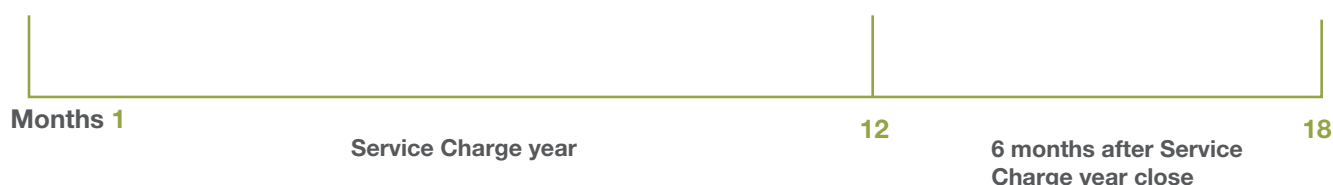
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
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Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000301

MS M RUSSELL
52 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654165

Date: 24 September 2021

Dear MS M RUSSELL

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_52

Your area: Anderton Place 540090

Your home:

52 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
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Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
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Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000302

Mr Norman Cookson
53 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003445

Date: 24 September 2021

Dear Mr Norman Cookson

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_53

Your area: Anderton Place 540090

Your home:

53 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000303

Mrs Patricia Guy
54 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003208

Date: 24 September 2021

Dear Mrs Patricia Guy

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_54

Your area: Anderton Place 540090

Your home:

54 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
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A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
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- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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- (3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine --

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
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- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

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(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000304

MR B & MRS P COBBOLD
55 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004286

Date: 24 September 2021

Dear MR B & MRS P COBBOLD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_55

Your area: Anderton Place 540090

Your home:

55 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

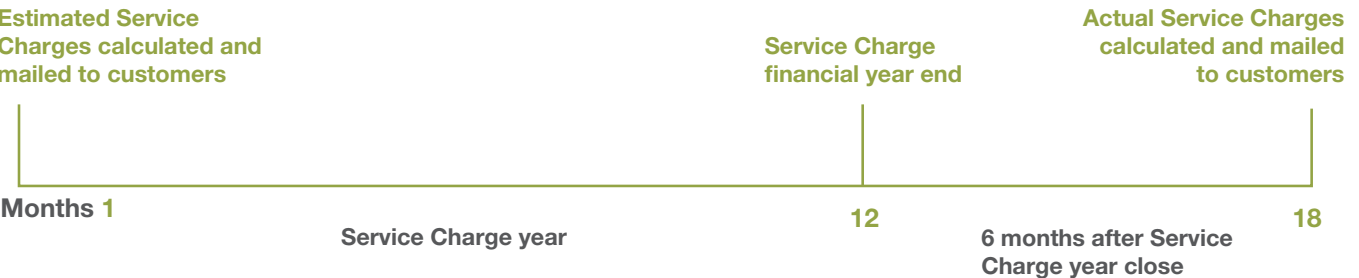
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.



We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
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(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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We're open Monday to Friday, 8am – 8pm

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000305

MRS A FLYNN
56 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

654169

Date: 24 September 2021

Dear MRS A FLYNN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_56

Your area: Anderton Place 540090

Your home:

56 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy








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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000306

Mrs Joan Morris
57 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002389

Date: 24 September 2021

Dear Mrs Joan Morris

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

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Kind regards



Rae Sutton
Director of Financial Services

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_57

Your area: Anderton Place 540090

Your home:

57 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Total Charges		£887.50	£978.64
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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

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Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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Types of service charge costs

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 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
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Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000307

MRS F COXHEAD
58 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50002900

Date: 24 September 2021

Dear MRS F COXHEAD

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_58

Your area: Anderton Place 540090

Your home:

58 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
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- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000308

Mr & Mrs M Leggett
59 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004422

Date: 24 September 2021

Dear Mr & Mrs M Leggett

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_59

Your area: Anderton Place 540090

Your home:

59 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000309

Mrs J Crawshaw
6 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004659

Date: 24 September 2021

Dear Mrs J Crawshaw

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_6

Your area: Anderton Place 540090

Your home:
6 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

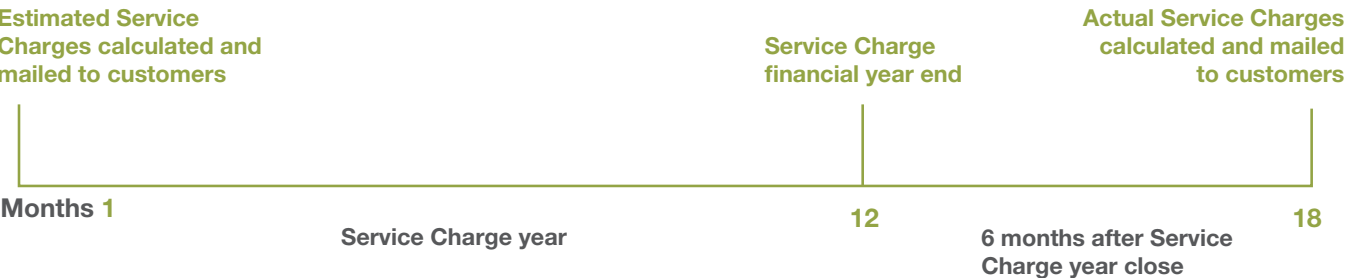
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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
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Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
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- the amount;
- the date it should be paid by; and
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However, you do not have these rights where —

- a matter has been agreed or admitted by you;
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- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
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(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000310

MRS M IRVINE
7 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50004221

Date: 24 September 2021

Dear MRS M IRVINE

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_7

Your area: Anderton Place 540090

Your home:

7 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
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Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000311

Mrs Fanny Dallaway
3 Wilkinson Way
Winsford
Cheshire
CW7 1RF

Your payment reference

50002513

Date: 24 September 2021

Dear Mrs Fanny Dallaway

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

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Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_8

Your area: Anderton Place 540090

Your home:

8 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
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Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
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Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Total Charges		£887.50	£978.64
			£91.14

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At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

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You then pay the amount stated in the estimate for the following 12 months.

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Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

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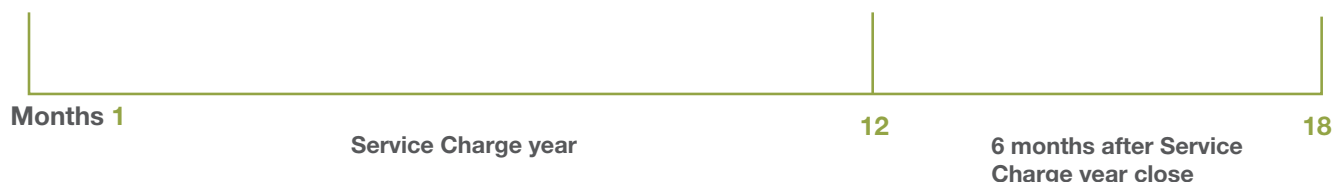
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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

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 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
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 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000312

MRS A HEASLIP
9 ANDERTON PLACE
SANDBACH DRIVE
NORTHWICH
CW9 8SQ

Your payment reference

50003042

Date: 24 September 2021

Dear MRS A HEASLIP

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: DW_00800_9

Your area: Anderton Place 540090

Your home:

9 ANDERTON PLACE
SANDBACH DRIVE
CW9 8SQ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
Private Charge	£2,922.00	£50.38	£50.38
Building Insurance	£2,600.00	£104.00	£104.00
CCTV & External Alarms	£572.78	£13.04	£22.91
Window Cleaning	£1,858.19	£74.48	£74.33
Communal Electricity	£4,273.89	£206.72	£170.96
Gardening	£1,095.26	£47.80	£43.81
Communal Gas	£3,714.21	£112.68	£148.57
Communal Lifts	£5,229.31	£63.16	£209.17
Estate Service Cost	£47,055.33	£2,190.92	£1,882.21
Pest Control Services	£198.91	£2.80	£7.96
Communal Water	£1,956.81	£91.92	£78.27
Fire Safety	£1,441.57	£60.44	£57.66
Aid & Adaptation	£110.17	£6.72	£4.41
Laundry	£3,770.65	£16.52	£150.83
Air Conditioning & Ventilation	£806.47	£42.48	£32.26
Electrical Testing	£0.00	£2.16	£0.00
Door Entry	£793.84	£8.64	£31.75

Communal TV Aerials / System	£122.74	£1.72	£4.91
Communal Lighting Bulbs	£0.00	£8.64	£0.00
Sewerage Charge	£0.00	£13.52	£0.00
Automatic Gates & Barriers	£3,158.79	£102.60	£126.35
Income	-£896.55	-£91.28	-£35.86
Cleaning	£1,252.17	£49.12	£50.09
Furniture, Fittings & Equipment	£511.17	£8.04	£20.45
Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Service charges			
Private Gas	£43,246.11	£574.22	£745.62
Private Water	£10,592.88	£262.90	£182.64
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Pumps	£1,547.94	£260.96	£61.92
Management fee			
Management Fee	£2,500.00	£100.00	£100.00
Total Charges		£4,385.30	£4,325.60
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£59.70

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987. Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90
Reserve Fund	
Starting Balance	£9,950.00
Income	£0.00
Interest at 0.2%	£19.90
Finishing Balance	£9,969.90

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
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- who should pay the service charge and who it should be paid to;
- the amount;
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- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

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- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

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(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000313

MISS V JONES
APARTMENT 1
14 CABANEL PLACE
LAMBETH
LONDON
SE11 6BD

Your payment reference

570286

Date: 24 September 2021

Dear MISS V JONES

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192055

**Your area: Lillian Baylis School,
London SE11 (SO) 620870**

Your home:
APARTMENT 1
14 CABANEL PLACE
SE11 6BD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£13,476.73	£1,776.39	£1,119.86
Total Charges		£1,776.39	£1,119.86
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£656.53

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

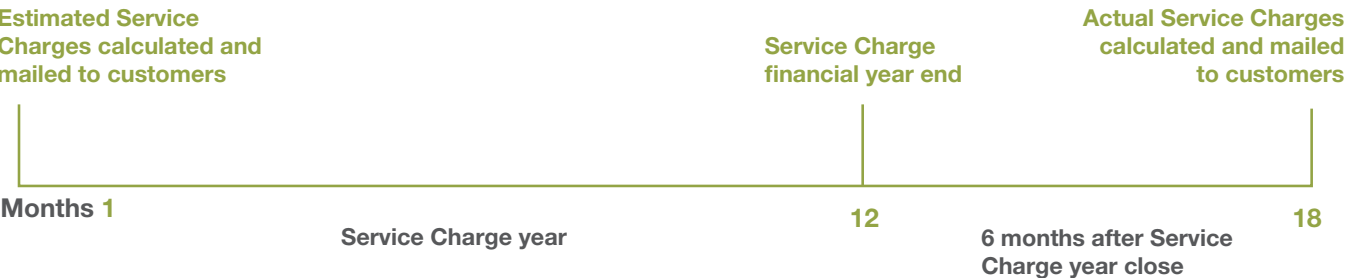
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy










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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000314

MS B KIRSCH
APARTMENT 2
14 CABANEL PLACE
LAMBETH
LONDON
SE11 6BD

Your payment reference

531349

Date: 24 September 2021

Dear MS B KIRSCH

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192056

**Your area: Lillian Baylis School,
London SE11 (SO) 620870**

Your home:
APARTMENT 2
14 CABANEL PLACE
SE11 6BD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£13,476.73	£1,600.93	£177.45
Service Charge Discount	-£598.99	-£56.23	-£56.14
Total Charges		£1,544.70	£121.31
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£1,423.39

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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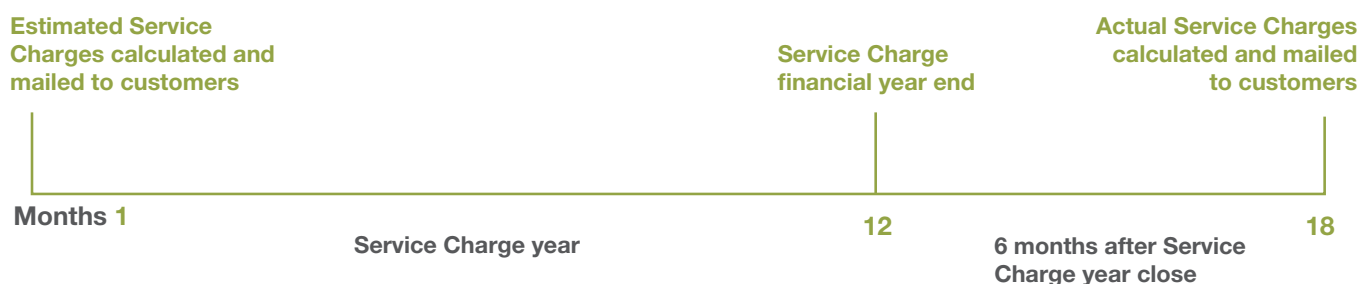
Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

Estimates

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
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 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
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Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000315

MR D MOTHERWAY
APARTMENT 3
14 CABANEL PLACE
LAMBETH
LONDON
SE11 6BD

Your payment reference

570288

Date: 24 September 2021

Dear MR D MOTHERWAY

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192057

**Your area: Lillian Baylis School,
London SE11 (SO) 620870**

Your home:
APARTMENT 3
14 CABANEL PLACE
SE11 6BD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£13,476.73	£2,265.44	£166.39
Service Charge Discount	-£598.99	-£150.88	-£150.62
Total Charges		£2,114.56	£15.77
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£2,098.79

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000316

MR G CHOCHAN
APARTMENT 4
14 CABANEL PLACE
LAMBETH
LONDON
SE11 6BD

Your payment reference

570289

Date: 24 September 2021

Dear MR G CHOCHAN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192058

**Your area: Lillian Baylis School,
London SE11 (SO) 620870**

Your home:
APARTMENT 4
14 CABANEL PLACE
SE11 6BD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£13,476.73	£1,775.43	£1,191.27
Total Charges		£1,775.43	£1,191.27
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£584.16

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

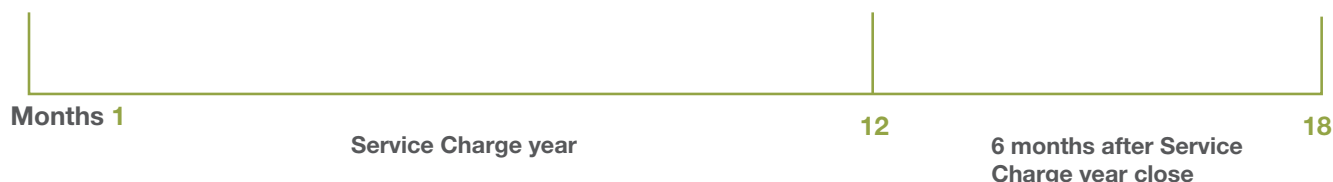
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
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End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
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Types of service charge costs continued

Service Charge Element	Description of cost
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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000317

MR D KATWAROO
APARTMENT 5
14 CABANEL PLACE
LAMBETH
LONDON
SE11 6BD

Your payment reference

525407

Date: 24 September 2021

Dear MR D KATWAROO

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192059

**Your area: Lillian Baylis School,
London SE11 (SO) 620870**

Your home:
APARTMENT 5
14 CABANEL PLACE
SE11 6BD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£13,476.73	£1,660.25	£1,112.39
Service Charge Discount	-£598.99	-£58.24	-£58.14
Total Charges		£1,602.01	£1,054.25
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£547.76

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000318

MR A BROOKER
76 CHAPELTOWN ROAD
ANTRIM
BT41 2LN

Your payment reference

525412

Date: 24 September 2021

Dear MR A BROOKER

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192060

**Your area: Lillian Baylis School,
London SE11 (SO) 620870**

Your home:
APARTMENT 1
17 CABANEL PLACE
SE11 6BD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£13,476.73	£1,992.07	£2,230.84
Total Charges		£1,992.07	£2,230.84
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£238.77

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000319

MRS CADOT & MR DOS SANTOS
APARTMENT 2
17 CABANEL PLACE
LAMBETH
LONDON
SE11 6BD

Your payment reference

525415

Date: 24 September 2021

Dear MRS CADOT & MR DOS SANTOS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192061

**Your area: Lillian Baylis School,
London SE11 (SO) 620870**

Your home:
APARTMENT 2
17 CABANEL PLACE
SE11 6BD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£13,476.73	£2,141.36	£277.05
Total Charges		£2,141.36	£277.05
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£1,864.31

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000320

MR T PARK-PAUL & MR J QUEENING
APARTMENT 3
17 CABANEL PLACE
LAMBETH
LONDON
SE11 6BD

Your payment reference

570293

Date: 24 September 2021

Dear MR T PARK-PAUL & MR J QUEENING

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192062

**Your area: Lillian Baylis School,
London SE11 (SO) 620870**

Your home:
APARTMENT 3
17 CABANEL PLACE
SE11 6BD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£13,476.73	£2,540.62	£2,927.29
Total Charges		£2,540.62	£2,927.29
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£386.67

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm Speak to us online with **Live Chat** at
www.guinnesspartnership.com **www.guinnesspartnership.com**

000321

MR W NOWAK
APARTMENT 2
19 CABANEL PLACE
LAMBETH
LONDON
SE11 6BD

Your payment reference

525419

Date: 24 September 2021

Dear MR W NOWAK

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192063

**Your area: Lillian Baylis School,
London SE11 (SO) 620870**

Your home:
APARTMENT 2
19 CABANEL PLACE
SE11 6BD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£13,476.73	£2,501.72	£2,652.05
Total Charges		£2,501.72	£2,652.05
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£150.33

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
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 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
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 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
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 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000322

MR K RONSON
16 CABANEL PLACE
LAMBETH
LONDON
SE11 6BD

Your payment reference

525423

Date: 24 September 2021

Dear MR K RONSON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192065

**Your area: Lillian Baylis School,
London SE11 (SO) 620870**

Your home:
16 CABANEL PLACE
LAMBETH
SE11 6BD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£13,476.73	£1,846.44	£1,014.06
Service Charge Discount	-£598.99	-£334.65	-£334.09
Total Charges		£1,511.79	£679.97
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£831.82

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy





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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000323

18 cabanel place LIMITED
112 DURNFORD STREET
PLYMOUTH
DEVON
PL1 3QP

Your payment reference

604020

Date: 24 September 2021

Dear 18 cabanel place LIMITED

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192066

**Your area: Lillian Baylis School,
London SE11 (SO) 620870**

Your home:
18 CABANEL PLACE
LAMBETH
SE11 6BD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£13,476.73	£2,095.81	£608.07
Total Charges		£2,095.81	£608.07
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£1,487.74

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.






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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000324

MR S ASSDOURIAN
FLAT 101
1D GIBSON ROAD
LONDON
SE11 6PU

Your payment reference

570298

Date: 24 September 2021

Dear MR S ASSDOURIAN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192067

Your area: Gibson Road 740360

Your home:

FLAT 101
1D GIBSON ROAD
SE11 6PU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£16,432.12	£411.53	£2,549.41
Total Charges		£411.53	£2,549.41
This means the original estimate was too little by: This will be added to your estimate for 2022/23 when calculating your service charge			£2,137.88

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000325

MR C DIAZ
FLAT 102
1D GIBSON ROAD
LONDON
SE11 6PU

Your payment reference

570299

Date: 24 September 2021

Dear MR C DIAZ

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192068

Your area: Gibson Road 740360

Your home:

FLAT 102
1D GIBSON ROAD
SE11 6PU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£16,432.12	£2,141.71	£1,525.91
Total Charges		£2,141.71	£1,525.91
This means the original estimate was too much by: This will be credited to your Guinness account			-£615.80

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
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 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
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 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Gibson Road**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Gibson Road. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

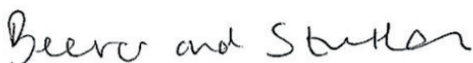
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000326

MR M HUSAR
FLAT 103
1D GIBSON ROAD
LONDON
SE11 6PU

Your payment reference

570300

Date: 24 September 2021

Dear MR M HUSAR

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192069

Your area: Gibson Road 740360

Your home:

FLAT 103
1D GIBSON ROAD
SE11 6PU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£16,432.12	£1,516.42	£1,326.50
Service Charge Discount	-£397.99	-£82.24	-£82.24
Total Charges		£1,434.18	£1,244.26
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£189.92

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

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How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

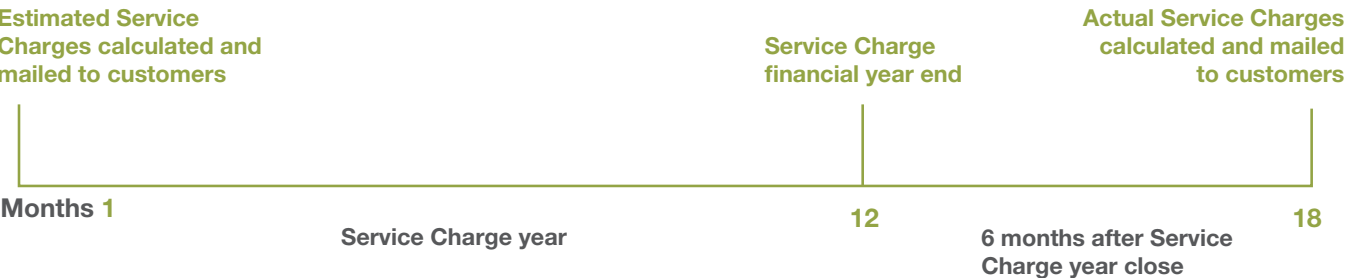
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000327

MR T CAMPBELL-WILSON
FLAT 105
1D GIBSON ROAD
LONDON
SE11 6PU

Your payment reference

570302

Date: 24 September 2021

Dear MR T CAMPBELL-WILSON

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192071

Your area: Gibson Road 740360

Your home:

FLAT 105
1D GIBSON ROAD
SE11 6PU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£16,432.12	£1,787.06	£1,340.15
Total Charges		£1,787.06	£1,340.15
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£446.91

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000328

MR C UTTLEY & MS S ANGLISS
FLAT 106
1D GIBSON ROAD
LONDON
SE11 6PU

Your payment reference

612953

Date: 24 September 2021

Dear MR C UTTLEY & MS S ANGLISS

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192072

Your area: Gibson Road 740360

Your home:

FLAT 106
1D GIBSON ROAD
SE11 6PU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£16,432.12	£1,773.24	£1,331.92
Total Charges		£1,773.24	£1,331.92
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£441.32

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.






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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
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 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
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 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000329

MS H PEDERSEN
FLAT 302
1D GIBSON ROAD
LONDON
SE11 6PU

Your payment reference

570305

Date: 24 September 2021

Dear MS H PEDERSEN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192074

Your area: Gibson Road 740360

Your home:

FLAT 302
1D GIBSON ROAD
SE11 6PU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£16,432.12	£2,141.71	£1,607.41
Total Charges		£2,141.71	£1,607.41
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£534.30

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

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How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy











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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000330

MR S CROWDER
FLAT 303
1D GIBSON ROAD
LONDON
SE11 6PU

Your payment reference

570306

Date: 24 September 2021

Dear MR S CROWDER

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192075

Your area: Gibson Road 740360

Your home:

FLAT 303
1D GIBSON ROAD
SE11 6PU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£16,432.12	£1,766.42	£67.48
Total Charges		£1,766.42	£67.48
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£1,698.94

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000331
MR M MANDIC
FLAT 304
1D GIBSON ROAD
LONDON
SE11 6PU

Your payment reference

570307

Date: 24 September 2021

Dear MR M MANDIC

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192076

Your area: Gibson Road 740360

Your home:

FLAT 304
1D GIBSON ROAD
SE11 6PU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£16,432.12	£2,966.42	£1,985.57
Service Charge Discount	-£397.99	-£315.76	-£315.75
Total Charges		£2,650.66	£1,669.82
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£980.84

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

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What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

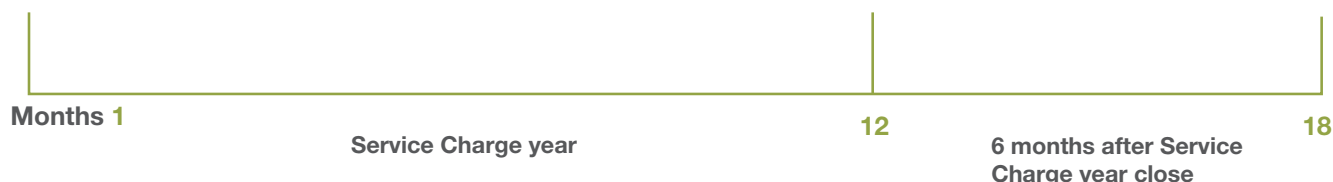
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy





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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.


(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

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 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000332
MISS B HARDIMAN
FLAT 305
1D GIBSON ROAD
LONDON
SE11 6PU

Your payment reference

570308

Date: 24 September 2021

Dear MISS B HARDIMAN

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192077

Your area: Gibson Road 740360

Your home:

FLAT 305
1D GIBSON ROAD
SE11 6PU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£16,432.12	£1,787.06	£1,326.17
Total Charges		£1,787.06	£1,326.17
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£460.89

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

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September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
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 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
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 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
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Types of service charge costs continued

Service Charge Element	Description of cost
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 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
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Term	Term description
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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000333

MR J BENNY & MRS K BARNES
FLAT 306
1D GIBSON ROAD
LONDON
SE11 6PU

Your payment reference

610425

Date: 24 September 2021

Dear MR J BENNY & MRS K BARNES

Please find enclosed your annual service charge statement. Your weekly or monthly service charge is not changing. Any adjustments required will be reflected in next year's estimated service charges. You do not need to do anything further with this letter.

This statement provides a breakdown of your actual service charge for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement showing the actual cost of services delivered to your scheme.
- An explanation of the services delivered to your scheme.
- A Summary of Tenant's Rights and Obligations.

If you have any queries you can contact us through our website www.guinnesspartnership.com, via Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 192078

Your area: Gibson Road 740360

Your home:

FLAT 306
1D GIBSON ROAD
SE11 6PU

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Managing Agent Charge	£16,432.12	£1,773.24	£1,486.20
Total Charges		£1,773.24	£1,486.20
This means the original estimate was too much by: This will be taken off your estimate for 2022/23 when calculating your service charge			-£287.04

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.
Notices can be serviced to the address given above.

We know that your service charges may vary each year as the costs associated with managing your scheme might change.

However, when calculating your service charge, we also take into account any year on year increase against your estimate and if we have informed you of any change to services following formal consultation.

Therefore, if service charges appear high we may decide to apply a discount which will be reflected in your overall charge.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000334

MR T & MR A KOWLESSAR
32 NETHERNE LANE
COULSDON
SURREY
CR5 1NR

Your payment reference

286137

Date: 24 September 2021

Dear MR T & MR A KOWLESSAR

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 22405

Your area: NETHERNE ON THE HILL
620450

Your home:
32 NETHERNE LANE
COULSDON
CR5 1NP

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£529.00	£22.04	£22.04
Fly Tipping Removal	£946.05	£12.56	£9.46
Managing Agent Charge	£12,052.28	£406.89	£296.87
Playground	£672.34	£7.46	£6.72
Management fee			
Management Fee	£242.76	£3.00	£2.43
Total Charges		£451.95	£337.52
This means the original estimate was too much by: This will be credited to your Guinness account			-£114.43

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
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 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **NETHERNE ON THE HILL**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for NETHERNE ON THE HILL. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

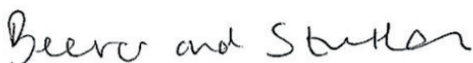
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000335

MISS K MATHER
30 NETHERNE LANE
COULSDON
SURREY
CR5 1NP

Your payment reference

222396

Date: 24 September 2021

Dear MISS K MATHER

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

130

Property reference: 22406

Your area: NETHERNE ON THE HILL
620450

Your home:
30 NETHERNE LANE
COULSDON
CR5 1NP

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£529.00	£22.04	£22.04
Fly Tipping Removal	£946.05	£12.56	£9.46
Managing Agent Charge	£12,052.28	£406.89	£296.87
Playground	£672.34	£7.46	£6.72
Management fee			
Management Fee	£242.76	£3.00	£2.43
Total Charges		£451.95	£337.52
This means the original estimate was too much by: This will be credited to your Guinness account			-£114.43

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

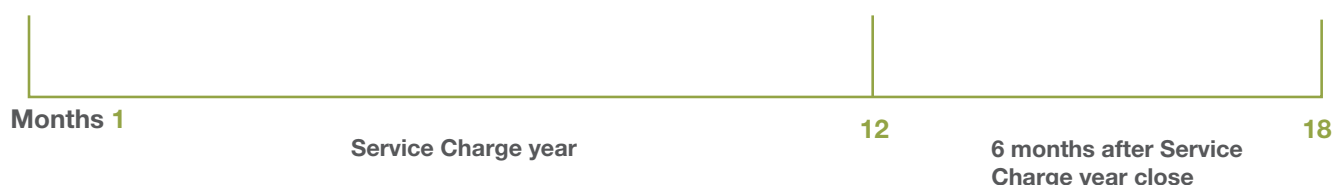
If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy










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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
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Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
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Freeholder	A company / person who owns the building outright.
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Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
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Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
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Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
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Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **NETHERNE ON THE HILL**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for NETHERNE ON THE HILL. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

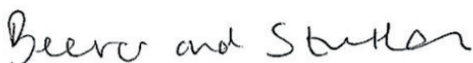
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
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(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000336

MS S ANGEL
28 NETHERNE LANE
COULSDON
SURREY
CR5 1NP

Your payment reference

550169

Date: 24 September 2021

Dear MS S ANGEL

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 22407

Your area: NETHERNE ON THE HILL
620450

Your home:
28 NETHERNE LANE
COULSDON
CR5 1NP

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£529.00	£22.04	£22.04
Fly Tipping Removal	£946.05	£12.56	£9.46
Managing Agent Charge	£12,052.28	£406.89	£296.87
Playground	£672.34	£7.46	£6.72
Management fee			
Management Fee	£242.76	£3.00	£2.43
Total Charges		£451.95	£337.52
This means the original estimate was too much by: This will be credited to your Guinness account			-£114.43

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **NETHERNE ON THE HILL**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for NETHERNE ON THE HILL. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

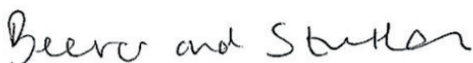
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

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000337

MR A CHESTERMAN & MS V RIVERS
26 NETHERNE LANE
COULSDON
SURREY
CR5 1NP

Your payment reference

222398

Date: 24 September 2021

Dear MR A CHESTERMAN & MS V RIVERS

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

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Rae Sutton
Director of Financial Services

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 22408

Your area: NETHERNE ON THE HILL
620450

Your home:
26 NETHERNE LANE
COULSDON
CR5 1NP

Your Service Charge statement

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Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
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**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
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 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
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A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **NETHERNE ON THE HILL**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for NETHERNE ON THE HILL. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

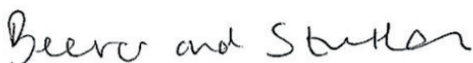
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000338

MR G WHYTON
24 NETHERNE LANE
COULSDON
SURREY
CR5 1NP

Your payment reference

327716

Date: 24 September 2021

Dear MR G WHYTON

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 22409

Your area: NETHERNE ON THE HILL
620450

Your home:
24 NETHERNE LANE
COULSDON
CR5 1NP

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£529.00	£22.04	£22.04
Fly Tipping Removal	£946.05	£12.56	£9.46
Managing Agent Charge	£12,052.28	£406.89	£296.87
Playground	£672.34	£7.46	£6.72
Management fee			
Management Fee	£242.76	£3.00	£2.43
Total Charges		£451.95	£337.52
This means the original estimate was too much by: This will be credited to your Guinness account			-£114.43

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy





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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
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Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **NETHERNE ON THE HILL**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for NETHERNE ON THE HILL. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

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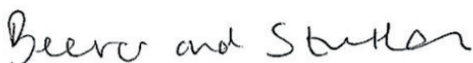
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- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
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www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000339

MR D & MRS A T BYGRAVES
22 NETHERNE LANE
COULSDON
SURREY
CR5 1NP

Your payment reference

286132

Date: 24 September 2021

Dear MR D & MRS A T BYGRAVES

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
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This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 22410

Your area: NETHERNE ON THE HILL
620450

Your home:
22 NETHERNE LANE
COULSDON
CR5 1NP

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£529.00	£22.04	£22.04
Fly Tipping Removal	£946.05	£12.56	£9.46
Managing Agent Charge	£12,052.28	£406.89	£296.87
Playground	£672.34	£7.46	£6.72
Management fee			
Management Fee	£242.76	£3.00	£2.43
Total Charges		£451.95	£337.52
This means the original estimate was too much by: This will be credited to your Guinness account			-£114.43

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

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What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

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Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
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End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
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 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

Service Charge Element	Description of cost
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Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **NETHERNE ON THE HILL**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for NETHERNE ON THE HILL. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

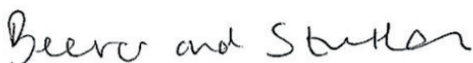
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000340

MISS H GOODGROVES & MR A KENEALY
34 NETHERNE LANE
COULSDON
SURREY
CR5 1NP

Your payment reference

222401

Date: 24 September 2021

Dear MISS H GOODGROVES & MR A KENEALY

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

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Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **NETHERNE ON THE HILL**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for NETHERNE ON THE HILL. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

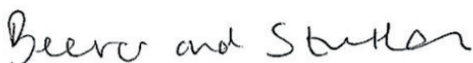
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000341

MR & MRS R PEARMAN
13A NETHERNE LANE
COULSDON
SURREY
CR5 1NR

Your payment reference

222402

Date: 24 September 2021

Dear MR & MRS R PEARMAN

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 22412

Your area: NETHERNE ON THE HILL
620450

Your home:
13A NETHERNE LANE
COULSDON
CR5 1NR

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£529.00	£22.04	£22.04
Fly Tipping Removal	£946.05	£12.56	£9.46
Managing Agent Charge	£12,052.28	£406.89	£296.87
Playground	£672.34	£7.46	£6.72
Management fee			
Management Fee	£242.76	£3.00	£2.43
Total Charges		£451.95	£337.52
This means the original estimate was too much by: This will be credited to your Guinness account			-£114.43

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

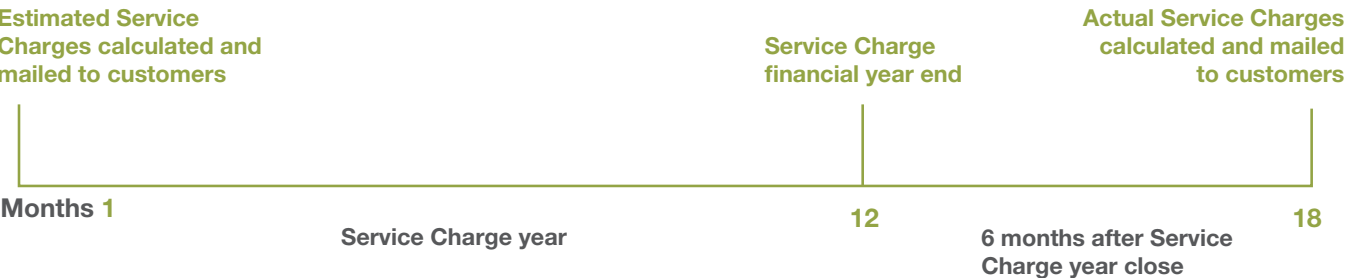
At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at [**www.guinness.org.uk**](http://www.guinness.org.uk).

Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
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Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
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Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **NETHERNE ON THE HILL**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for NETHERNE ON THE HILL. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

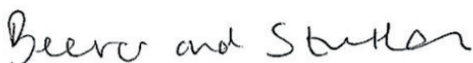
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Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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 - a matter has been decided by a court.
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(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

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- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

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 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000342

MISS DEBRA ANNE SMITH
13B NETHERNE LANE
COULSDON
SURREY
CR5 1NR

Your payment reference

222403

Date: 24 September 2021

Dear MISS DEBRA ANNE SMITH

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

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- Your service charge statement which shows the actual cost of providing your services last year;
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Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 22413

Your area: NETHERNE ON THE HILL
620450

Your home:
13B NETHERNE LANE
COULSDON
CR5 1NR

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
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Management fee			
Management Fee	£242.76	£3.00	£2.43
Total Charges		£451.95	£337.52
This means the original estimate was too much by: This will be credited to your Guinness account			-£114.43

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.







We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
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Types of service charge costs continued

Service Charge Element	Description of cost
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 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
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 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
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Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

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Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **NETHERNE ON THE HILL**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for NETHERNE ON THE HILL. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

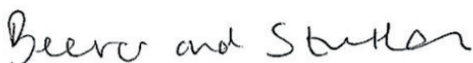
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000343

MR D CLOUT & MISS H SCARBOROUGH
13C NETHERNE LANE
COULSDON
SURREY
CR5 1NR

Your payment reference

222404

Date: 24 September 2021

Dear MR D CLOUT & MISS H SCARBOROUGH

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 22414

Your area: NETHERNE ON THE HILL
620450

Your home:
13C NETHERNE LANE
COULSDON
CR5 1NR

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£529.00	£22.04	£22.04
Fly Tipping Removal	£946.05	£12.56	£9.46
Managing Agent Charge	£12,052.28	£406.89	£296.87
Playground	£672.34	£7.46	£6.72
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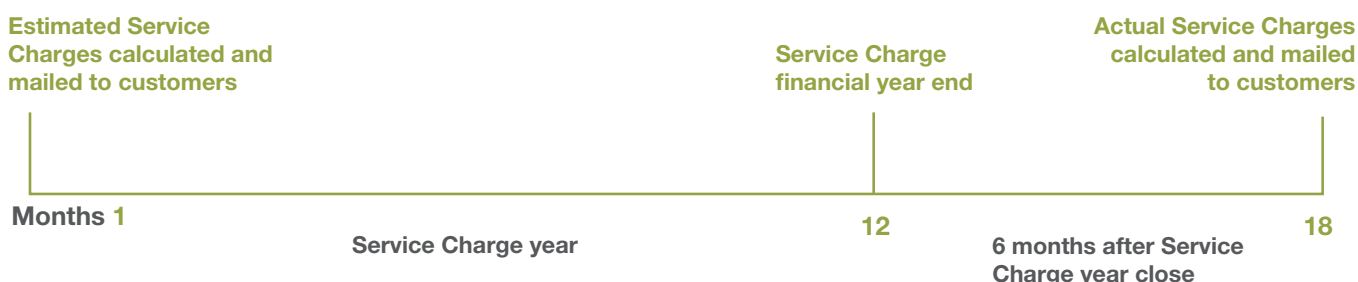
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Service Charge Accounts

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You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for NETHERNE ON THE HILL. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

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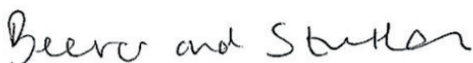
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Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000344

MR A WASIAK & MISS M WIEWIORSKA
70 SWANWICK LANE
BROUGHTON
MILTON KEYNES
BUCKINGHAMSHIRE
MK10 9LD

Your payment reference

325481

Date: 24 September 2021

Dear MR A WASIAK & MISS M WIEWIORSKA

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
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If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 151410

Your area: Broughton Parcel D 640280

Your home:
70 SWANWICK LANE
BROUGHTON
MK10 9LD

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£644.00	£23.00	£23.00
Cleaning	£2,142.59	£91.57	£76.52
Window Cleaning	£394.28	£14.39	£14.08
Communal Electricity	£458.80	£16.11	£16.39
Fly Tipping Removal	£293.39	£1.46	£10.48
Gardening	£2,562.60	£96.93	£91.52
Pest Control Services	£0.00	£1.50	£0.00
Fire Safety	£942.53	£36.64	£33.66
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Managing Agent Charge	£3,106.00	£110.93	£110.93
Management fee			
Management Fee	£1,788.89	£68.82	£63.89
Sinking funds			
Capital Provision	£9,888.00	£353.14	£353.14
Total Charges		£903.77	£865.96
This means the original estimate was too much by: This will be credited to your Guinness account			-£37.81

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Sinking fund breakdown

For the year
1 April 2020 to 31 March 2021

Description	Balance
Freeholder SFB	
Starting Balance	£476,984.07
Income	£69,214.30
Interest at 0.3%	£1,430.95
Finishing Balance	£513,022.17

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

**Estimated Service
Charges calculated and
mailed to customers**

**Service Charge
financial year end**

**Actual Service Charges
calculated and mailed
to customers**



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Broughton Parcel D**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Broughton Parcel D. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

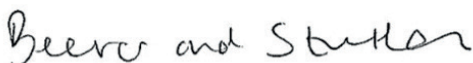
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
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 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
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000345

MRS J DAWES
72 SWANWICK LANE
BROUGHTON
MILTON KEYNES
BUCKINGHAMSHIRE
MK10 9LD

Your payment reference

323809

Date: 24 September 2021

Dear MRS J DAWES

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

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Director of Financial Services

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a great place to work and a great business

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130

INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 151411

Your area: Broughton Parcel D 640280

Your home:

72 SWANWICK LANE
BROUGHTON
MK10 9LD

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A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **Broughton Parcel D**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for Broughton Parcel D. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

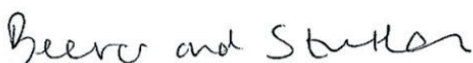
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000346

MR P XIAO & MS X LIU
FLAT 707
WESTWOOD HOUSE
54 MILLHARBOUR LANE
MILLWILL
LONDON
E14 9DJ

Your payment reference

565033

Date: 24 September 2021

Dear MR P XIAO & MS X LIU

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 178288

Your area: LANTERNS COURT 610450

Your home:

FLAT 707

WESTWOOD HOUSE

E14 9DJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£184.00	£23.00	£23.00
Pest Control Services	£0.00	£1.62	£0.00
CCTV & External Alarms	£0.00	£9.33	£0.00
Managing Agent Charge	£295,464.84	£2,636.64	£3,298.63
Management fee			
Management Fee	£6,465.99	£129.10	£129.10
Service charges			
Accountancy Fee	£184.00	£23.00	£23.00
Pest Control Services	£0.00	£1.62	£0.00
CCTV & External Alarms	£0.00	£9.33	£0.00
Managing Agent Charge	£295,464.84	£2,636.64	£3,298.63
Management fee			
Management Fee	£6,465.99	£129.10	£129.10
Total Charges		£2,799.69	£3,450.73
This means the original estimate was too little by: This will be debited to your Guinness account			£651.04

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

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Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

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Types of service charge costs continued

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Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **LANTERNS COURT**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for LANTERNS COURT. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

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Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

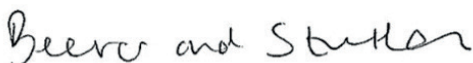
- (1) We obtained the service charge accounts and checked whether the figures in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord.
- (2) We checked, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or the International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with the International Standards on Auditing (UK and Ireland) or International Standard on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected

Signed: 

Date: 24 September 2021

Beever and Struthers Chartered Accountants

St George's House,
215/219 Chester Road
Manchester M15 4JE

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

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where —

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; **or**
 - a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - (5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 - (6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, **or**
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
- The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

 Call Customer services on **0303 123 1890**
We're open Monday to Friday, 8am – 8pm

 Speak to us online with **Live Chat** at
www.guinnesspartnership.com

 **www.guinnesspartnership.com**

000347

MR L BAILEY & MR H KWONG
FLAT 708
WESTWOOD HOUSE
54 MILLHARBOUR LANE
MILLWILL
LONDON
E14 9DJ

Your payment reference

565034

Date: 24 September 2021

Dear MR L BAILEY & MR H KWONG

Please find enclosed your annual service charge statement. Your weekly or monthly service charges are not changing.

Your service charge statement will show if you have a surplus or deficit for the year.

- If you have a deficit, you will need to pay this amount immediately. You can make a payment online at **www.allpay.net** or by calling us and using our automated payment line.
- If you have a surplus, there is no need to contact us, we will be in touch about a possible refund.

This statement provides a breakdown of your actual service charges for the period 1 April 2020 to 31 March 2021 and provides a comparison with the estimated charges we sent 18 months ago.

With this letter you will find:

- Your service charge statement which shows the actual cost of providing your services last year;
- An explanation of what the service charges you pay for cover;
- Your accountant's report;
- A Summary of Tenant's Rights and Obligations.

If you are worried about paying your charges, want to set up a direct debit, or need to discuss your account, you can contact us through our website www.guinnesspartnership.com, through Live Chat or you can talk to us on 0303 123 1890.

Kind regards



Rae Sutton
Director of Financial Services

Great service, great homes
a great place to work and a great business

The Guinness Partnership Limited has the following subsidiaries: Guinness Care & Support Ltd, The Guinness Housing Association Ltd, Guinness Developments Ltd, City Response Limited and Guinness Homes Limited. The Guinness Partnership Ltd is a charitable Community Benefit Society No. 31693R registered in England and is a Registered Provider of Social Housing No.4729. Registered Office: 30 Brock Street, Regent's Place, London NW1 3FG.

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INVESTORS IN PEOPLE™
We invest in people Gold

Property reference: 178289

Your area: LANTERNS COURT 610450

Your home:

FLAT 708

WESTWOOD HOUSE

E14 9DJ

Your Service Charge statement

Actual costs for the year
1 April 2020 to 31 March 2021

Description	Actual cost for your scheme 2020/21	Estimated cost for you 2020/21	Actual cost for you 2020/21
Service charges			
Accountancy Fee	£184.00	£23.00	£23.00
Pest Control Services	£0.00	£1.62	£0.00
CCTV & External Alarms	£0.00	£9.33	£0.00
Managing Agent Charge	£295,464.84	£2,710.71	£3,391.30
Management fee			
Management Fee	£6,465.99	£133.04	£133.04
Total Charges		£2,877.70	£3,547.34
This means the original estimate was too little by: This will be debited to your Guinness account			£669.64

This demand is issued in accordance with section 47 & 48 of the Landlord and Tenant Act 1987.

Your Service Charges Explained

September 2021

Contents

What is a service charge?.....

How do variable service charges work?

Types of service charge costs.....

Glossary of terms

What is a service charge?

Service charges are payments made by residents for services that are provided by Guinness and/or a managing agent in respect of the common parts of buildings and external communal areas of a scheme. If you live in a flat, you are required to pay for a share of services to internal communal areas in the building (block) that your flat is in as well as external communal areas. If you live in a house, which is on a scheme, you are required to pay for a share of the upkeep of the communal areas of the scheme.

Service charges under tenancies and leases may be fixed or variable. The type of service charge is determined by the provisions of the lease.

A variable service charge is one where the provisions of the lease allow Guinness to vary the service charge each year (and perhaps during the year) according to actual costs incurred or estimated. Your lease will give more information on your service charge.

How do variable service charges work?

Estimates

At the beginning of your service charge year (which is detailed in your lease, but normally runs from 1 April to 31 March) we will send you a service charge estimate.

This is the amount we expect to spend on your scheme during the next year. We calculate the estimates based on known or budgeted costs.

You then pay the amount stated in the estimate for the following 12 months.

Your estimate may increase in some years and decrease in others depending on the actual amount spent in the previous year.

Final Accounts (Service Charge Actuals)

At the end of the financial year, we review all expenditure relating to the services provided to your development during the past 12 months. We then provide you with an end-of-year statement detailing the actual costs we incurred on your behalf.

During the year you will have been paying us a sum to cover your service charges; this amount is based on your annual estimate. This is to avoid you being asked for large lump sums in one go. In your end-of-year statement we outline the estimated service charge as well as the actual expenditure during the year. This helps you to see whether you have a credit in your account or if you need to pay additional monies to cover the expenditure.

You only pay for the services that have been provided. Guinness does not make a profit from service charges. We only pass on costs that we have incurred. We do, however, make a small charge for management and administration which is described on your service charge statement as the Management Fee.

If you are a homeowner and we are unable to finalise the review of expenditure on your development within 6 months of the end of the financial year, we will send you a formal Section 20B notice. We are legally required to do this when we, for any reason, are unable to provide final accounts to you within the usual timescale set out in law. A Section 20B notice will provide some information on the amount we believe your service charge to be, though you will not be required to pay this until we have confirmed this in your statement of actual expenditure. If this happens, we will send your statement as soon as possible.

An independent accountant also audits your final accounts to confirm they are accurate. This is stipulated by your Lease.

Estimated Service Charges calculated and mailed to customers

Service Charge financial year end

Actual Service Charges calculated and mailed to customers



End-of-year surplus

If your end-of-year statement shows your account is in surplus, this means that the amount you have paid towards your service charges for the year is more than the actual amount we spent, and money is due back to you. If you are a homeowner we will add the surplus to your Guinness account.

End-of-year deficit

If your end-of-year statement shows your account is in deficit, this means that the amount that you have paid towards your service charges for the year is less than the actual amount we spent. These costs will be added to your account and are payable on demand in line with your lease terms.

We take your Privacy seriously. Any information that we collect and use in order to manage your rent account will be necessary for the performance of your contract with us. For more information as to how we use your information including how you can make any request under Data Protection please see our Privacy Notice at www.guinness.org.uk

Your privacy

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Types of service charge costs

Depending on your home and the services you receive, and any specific terms in your lease, you may be required to pay for one or more service charge elements. A list of what you may pay for and a brief description is shown below:

Service Charge Element	Description of cost
 Accountancy Fee	The cost of providing the Accountant's Report to accompany your service charge statement if it is required by your lease
 Aids & Adaptations (in communal areas)	The cost of the provision, repair and maintaining of adaptations in communal areas
 Alarm, Aerial, Door Entry and General Servicing	The cost of providing, servicing, maintaining and testing systems and equipment in communal areas which may include, but is not limited to: TV aerials External alarms and CCTV Door entry systems Fire alarms and emergency lighting Entry gates and barriers Laundry equipment Air conditioning and ventilation
 Building Insurance	The cost of building insurance on properties we own. This does not include contents insurance, which is your responsibility to arrange with a provider of your choice.
 Cleaning	The cost of cleaning communal areas to the block such as corridors, stairwells, windows, flooring, communal lounges and kitchens.
 Communal Gas, Electricity and Water Charges	The cost of electricity for all communal lighting internal to the block or street lighting for the scheme (when not owned and maintained by the local authority.) The cost of fuel to heat and provide hot water to communal rooms including shared bathrooms, lounges and kitchens. The cost of communal water supply to gardens, kitchens, bathrooms, bin stores and sewage pumps.
 Communal Lift Maintenance	The cost of maintaining, cleaning, repair, insurance or replacement of lifts in communal areas.
 Communal Repairs	The cost of repairing and maintaining communal areas of the block or scheme. Most repairs are covered by the rent, but some communal repairs are charged through service charges.
 Environmental (including pest control)	The cost of sewerage charges, gritting services and costs incurred in clearing vermin, including pesticides and pest control contracts.
 Estate Services Costs	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by Guinness staff.
 Fixtures, Fittings and White Goods	The cost of maintaining, servicing (including periodic cleaning), renewal of furniture, furnishings and white goods in communal areas of the building.
 Waste/Rubbish removal and Bin Hire	The cost of maintaining, decontamination and repair of refuse collection and refuse containers. The cost of removing rubbish including items that have been fly-tipped on the scheme.

Types of service charge costs continued

Service Charge Element	Description of cost
 Gardening and Tree Work	The cost of maintaining the landscape and communal areas around blocks or communal gardens where this is delivered by third party contractors.
 Ground Rent	An annual charge, known as ground rent, may be charged to a leaseholder by the freeholder. This is stated in the lease.
 Heating Repairs & Maintenance	The cost of maintaining and repairing any communal heating system.
 Management Fee	The internal Guinness cost of managing all services listed including the procurement of contracts. The fee includes administration costs and the cost of certain staff salaries.
 Managing Agent Fee	The cost of services where a Management Company provides some or all of the services to the block or scheme.
 Offices Contribution	Where we have an office based on your scheme that also benefits from the services listed, a credit for this will appear on your service charge statement.
 On Site Services and Scheme Staff	The cost of salaries and on-costs for Guinness staff providing specific services to the scheme. This includes the cost of Retirement Living advisors in Sheltered Housing schemes.
 Private Gas, Electricity and Water Charges	The cost of providing heating and/or hot water to individual dwellings where Guinness provides this.
 Private Wellbeing Charge	The cost of night services for our Extra Care customers.
 Risk Assessment and Monitoring	The cost of statutory servicing and periodic risk assessments which may include fire risk assessments, legionella risk assessments and, for leaseholders, gas safety checks.
 Warden Call System or Community Alarm System	The cost of monitoring, maintaining and servicing emergency alarms/pull cord systems.
 Wellbeing Charge	The cost of certain specific services for our Extra Care customers.
 Window Cleaning	The cost of cleaning the windows of communal areas which includes materials, equipment and staff costs.

Glossary of terms

A number of specific terms are used in service charge documentation which are not commonly used day to day elsewhere. The meaning of those terms is provided below.

Term	Term description
Common Parts / Communal Areas	Areas of the scheme, which are not demised to individual units and are therefore maintained by Guinness and/or a Managing Agent.
Contracts	Contract costs for particular services.
Fixed Service Charge	A Fixed Service Charge is one where the provisions of the tenancy agreement limit the amount that Guinness can increase the charge by.
Freeholder	A company / person who owns the building outright.
Ground Rent	Rent payable under the terms of the lease.
Individual Services	Property services which are billed individually such as buildings insurance and management fee.
Landlord	The owner of a property, which is then rented or leased out to a tenant or lessee.
Lease	A contract between landlord and lessee.
Leaseholder	Leaseholders occupy property under a lease issued by the landlord. Leaseholders are granted a long term interest in the property.
Managing Agent	A company appointed by the Freeholder of a property to manage that property, block or scheme.
Section 20B Notice	A notice which can be sent instead of a demand for payment if end of year accounts are not prepared within 18 months of the costs being incurred.
Service Charge Actual	Details of the actual costs incurred in providing services to a particular property, block or scheme for the year.
Service Charge Deficit	The amount you have paid towards your service charges for the year is less than the actual amount spent. You are liable for the additional costs under the terms of your lease.
Service Charge Estimate	An estimate of what we expect to spend providing services to your scheme during the next year, this is based on known servicing costs, contract costs and prior year actual costs.
Service Charge Surplus	The amount you have paid towards your service charges for the year is more than the actual amount spent and money is due back to you.
Servicing Costs	Regular costs for servicing equipment.
Sinking Fund	Where your lease permits, a sinking fund sets money aside for works which may be required at a later date for large items of expenditure such as lift or door entry replacements.
Tenancy Agreement	A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules set out within the agreement.
Variable Service Charge	A Variable Service Charge is one where the provisions of the lease allow Guinness to change the service charge each year (and perhaps during the year) according to actual costs incurred or estimated.

Service Charge Accounts

Accountants Report of the Factual Findings to the Landlord of **LANTERNS COURT**

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for LANTERNS COURT. In accordance with our engagement letter dated 13th August 2021, we have performed procedures agreed with you and enumerated below with respect to the service charge accounts set out on the attached pages for the year ended 31st March 2021 in order to provide a report of factual findings about the service charge accounts that you have issued. This report is made to the landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent of the law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

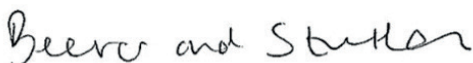
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Report of factual findings

- (a) With respect to item 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
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Date: 24 September 2021

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