

Trustgreen Order Confirmation

Ref: TG2659 TF
RFS
01/05/2024

Dear Clare

Many thanks for approaching **Trustgreen** with regard to obtaining a **Resident Funded Scheme** (RFS) quotation for the areas of POS & associated features, located on the development at **Lindley Walk, Higham On The Hill**.

To assume all future management responsibility and provide an unparalleled comprehensive maintenance program for the aforementioned site, we would first like to outline the following -

Trustgreen's approach towards long-term stewardship of open spaces and its associated features, is unique. Not only do we provide cost-effective ground works, maintenance and repairs but we also strongly believe in tirelessly supporting nature, the surrounding area and the environment on the whole. Through educational support and continued resident liaison we aim to develop a sustainable POS that can be enjoyed by future generations for years to come.

We at **Trustgreen** implement a strategy to support nature and wildlife within all our owned and managed sites. Our focus on delivering a higher quality of Open Space and SuDS management is pivotal to existing and future housing developments. This promotes a superior quality of life and living experience for residents, not to mention aiding the resale value of their homes in these areas.

With this in mind, we aim to provide the residents with a comprehensive yet competitive RFS stewardship package so any future obligations towards the POS become our responsibility.

Annual duties and Inspections are as follows -

- **Health and Safety Risk Assessments** - carried out annually for the areas of POS with attributes of this report included.
- **POS Features** - periodic inspections carried out to ensure all features are fit for purpose and repair as and when necessary.
- **Grassland and Borders** - mowed and maintained in accordance with any prescribed management requirements.
- **Foliage, Hedgerows and Weeds** - maintained in accordance with any prescribed management requirements.
- **Trees** - routine inspections to be carried out throughout the year with crown lifting, thinning and dead wooding by competent professionals as required.
- **LAP**- inspections & maintenance of the play area(s) and features utilising ROSPA guidelines.
- **POS Fencing & Footpaths** - regular inspections & maintenance of the POS footpaths as required.
- **Ecological Review** - LEMP to be reviewed and amended by a suitably qualified Ecologist at 5 years post construction.
- **Attenuation Features** - regular inspections & maintenance including litter removal, inlet/outlet cleaning, vegetation management and sediment monitoring & removal when required.
- **Reserve or Sinking Fund** - towards any future repairs and replacements as required.
- **Website** - kept updated with resident information and frequently asked questions.

- **Dedicated Resident Liaison Team** – contactable 24 hours a day with a standard response time of 24 hours for all non emergencies.
- **Graffiti Removal** – graffiti will be removed in a timely manner.
- **Litter Clearance** – will be dealt with promptly on every site visit throughout the year.

The **Annual Management** fee quoted is on a per plot basis, for all areas assuming all **61 plots** are occupied and will include the detailed summary of maintenance listed and the legal stewardship of the areas of POS;

Location of Open Space	Annual Management Fee
Lindley Walk	£188.36 + VAT

The above fee will be reviewed annually, any increase will be in line with the current rate of RPI. The submission date, as detailed above will be the Base Index Date for RPI.

Our Quotation is based on the following information provided at the time of the enquiry;

23-00712-REM
100E Proposed Levels and Drainage
300A Section 38 Plan
1023-AD-002F (Site Layout)
1023-LE-501 (Conveyance Plan)
9882-FPCR-XX-XX-DR-L-0001 Detailed POS Planting Plan-P03
Higham Outline
Higham Site Management Company Questionnaire
REV B - LEMP 08.06.23 F
Signed 106

Our Administrative & Legal Costs for the above will be £1,550.00 + VAT plus disbursements. The first 50% of the same will be payable upon acceptance of this offer as detailed in the Observational Terms.

Thank you for the opportunity to provide you with a quotation, we welcome any feedback that you may have to offer, in order for us to better improve our services. I look forward to hearing from you in the near future, please do not hesitate to contact me should you require additional information or require clarification on any details within our quotation.

Yours sincerely,

Todd Fellows

Trustgreen Ltd



Duchenne
UK

Trustgreen

Charity of the Year 2024

We're proudly supporting Duchenne UK in 2024

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Company.....Owl Homes Ltd.....

Company.....Trustmgt RFS Ltd.....

Name.....Clare Mellor.....

Name.....Todd Fellows.....

Signature.....*C Mellor*.....

Signature.....*Todd Fellows*.....

Date.....13.05.24.....

Date.....1st May 2024.....

STANDARD CONDITIONS OF OFFER

The following terms and conditions apply unless otherwise stated in the accompanying Offer Letter:-

PRIMARY CONDITIONS

1. The Offer Price in the accompanying letter is subject to the establishment of a Management Company (Man Co) limited by guarantee being registered at Companies House for the sole purpose of providing Management & Maintenance Services for the above named development's Amenity Areas and Features.
2. The Offer Price in the accompanying letter is subject to a Legal Agreement being drawn up between the Developer and Trustmgt RFS Limited ("The Company").
3. The Offer Price is for the management and maintenance of the amenity land [and property] by The Company in accordance with the requirements of the Developer ("the Services"). The Offer Price is therefore subject to the requirements of the Developer being in accordance with any obligations imposed by any relevant planning decision notices, and/or any Section 106 Agreements, or other statutory designations.
4. The Offer Price is subject to The Company being reimbursed in full on demand by the Developer in respect of all reasonable legal fees and other expenses incurred in drafting and otherwise in connection with the preparation and completion of the Legal Agreement and including any VAT payable on these items (the costs) including any of the costs incurred by a third party (such as by way of example the solicitor where the costs have been incurred for and on behalf of TRUSTMGT and where TRUSTMGT is liable to reimburse the third party for the costs). In the event that the preparation, drafting and completion of the Legal Agreement extends over a considerable period of time and involves a significant workload, the Developer will on demand full indemnify The Company for legal fees and expenses and other costs and expenses on receipt of interim invoices to be rendered at reasonable intervals (of not less than 3 months) and on receipt of the final invoice to be rendered prior to signature of the Legal Agreement (or otherwise in accordance with the Legal Agreement). If the matter becomes more complicated or protracted than anticipated then The Company reserves the right to seek a further undertaking for costs from the Developer.
5. The Offer Price shall be that stated in the Offer Letter provided that acceptance or deemed acceptance by the Developer occurs no later than 30 working days from and including the date of the Offer Letter. If acceptance or deemed acceptance of the Offer Letter occurs on any date later than the expiry of the said 30 working day period, The Company shall be entitled to reissue the Offer Letter to include, without limitation, an increased Offer Price. For the avoidance of doubt, acceptance of the Offer Letter for the purposes of these Standard Conditions shall occur upon the earlier of the following:
 - . (i) the date of the acceptance letter which the Developer signs and returns to The Company; or
 - . (ii) where the Developer indicates acceptance of the Offer Letter by any means other than return of a signed acceptance letter (whether in writing, by telephone or otherwise) ("deemed acceptance"), the date on which The Company takes any action in reliance upon this deemed acceptance (including without limitation instructing solicitors); or
 - . (iii) the date on which The Company commences performance of the Services or any part of the Services.

6. Indexation will be applied to the Offer Price from the date referred to in the Heads of Terms issued by the Company. Estimated costs will require to be confirmed as stated in the Offer Letter.
7. The Developer agrees that it shall be fully responsible for any and all costs and expenses (including legal costs and expenses) where for any reason whatsoever, (other than the wilful default or negligence of The Company), the parties abort the process and Legal Agreement is not entered into within a reasonable time following the date of the Offer Letter (to be determined solely by The Company acting reasonably). The Developer shall on demand full indemnify The Company in respect of all reasonable legal fees and expenses and other costs and expenses incurred from and including the date of acceptance or deemed acceptance of the Offer Letter until and including the date on which The Company is informed or determines that the parties will not proceed to enter into the Legal Agreement.

SAFEGUARDING CONDITIONS

8. The Developer will be responsible for appointing a suitably qualified engineer to inspect and report on the condition of above and below ground structures. Any report prepared will be re-addressed to the Company for its benefit and delivered prior to the transfer of title of the land [and property]. For some structures a collateral warranty in favour of The Company may also be required.
9. The Offer Price is subject to a written assurance being given by the Developer that the land is not affected, or likely to be affected, by sub-surface instability, whether naturally occurring or caused by underground workings.
10. The Offer Price is subject to a written assurance being given by the Developer that the land being free from contamination which has the potential to cause significant harm or pollution to either the land, adjoining land or controlled waters by reason of the substances in or under the land.

PAYMENT CONDITION

11. In the event of the Offer price stipulating the payment by the Developer of a sum over a period of time, the Offer Price and timing of payment is subject to the Legal Agreement
 - . (a) requiring the Developer to pay an agreed sum on the earlier of (i) the date on which the Company takes access to the land to commence planting and/or management operations; and (ii) the date on which the Developer signs the Agreement; and
 - . (b) specifying when the remaining sum will be paid, together with reasonable indexation in recognition of any extended period of payment. Indexation will be calculated from the date referred to in the accompanying Offer Letter.
12. Notwithstanding the terms of Clause 11(b) above, if full payment of an accepted Offer Price is not made within 12 months of the date of the Offer Letter ("the due date") The Company reserves its right to increase the Offer Price or any remaining part or parts of the Offer Price which remain unpaid from and including the due date to take into account any increase in cost due to lapse of time or otherwise and interest on any outstanding amount at the rate of 5% percent per annum above the Nat West Bank plc's base lending rate accruing on a daily basis from the due date until the date of actual payment.

12. Notwithstanding the terms of Clause 11(b) above, if full payment of an accepted Offer Price is not made within 12 months of the date of the Offer Letter ("the due date") The Company reserves its right to increase the Offer Price or any remaining part or parts of the Offer Price which remain unpaid from and including the due date to take into account any increase in cost due to lapse of time or otherwise and interest on any outstanding amount at the rate of 5% percent per annum above the Nat West Bank plc's base lending rate accruing on a daily basis from the due date until the date of actual payment.
13. The amount of the initial annual management charge payable by residents will be reviewed annually by reference to the Retail Price Index as at 30 September in each year from the date of the Offer Letter and will be reviewed at yearly intervals by reference to actual costs from the date of completion of the sale of the first plot on a site.
14. The Offer Price will require to be confirmed in the light of detailed designs or any obligations to be contained in relevant planning conditions and any Section 106 or other agreement unless otherwise stated.
15. The Developer agrees that payment of any legal fee's quoted in the Offer Letter shall be made in two parts:
 - . First 50% (fifty percent) payment is due upon acceptance of the Offer Letter, including any acceptance deemed appropriate by clause 5 of the Primary Conditions stated above; and
 - . Final 50% (fifty percent) payment is due no later than when any of the pertaining managed POS land is deemed by mutual agreement ready to be transferred from the Developers ownership in to the ownership of the Resident Management Company.

POINTS OF CLARIFICATION

- . (i) *The Offer Price excludes operations required by the Developer to complete or make good works which are the subject of any contract by the Developer with a third party.*
 - . (ii) *The Offer Price and the Annual Management Charge are exclusive of Value Added Tax.*
 - . (iii) *The Offer Price excludes the capital costs of laying out areas to the approved design unless specifically stated.*
- (iv) *By mutual agreement, the Company may be prepared to assume management responsibilities for certain parts of the site at a date earlier than the anticipated transfer date, on the basis of a license to occupy. This may be at additional cost.*
- (V) *By mutual agreement, The Company will provide instruction to and commencement of their legal representation upon payment by the Developer of the first 50% (fifty percent) of the legal fee's quoted in the Offer Letter as stated in clause 15 of the above Payment Condition.*