



Other useful information and guidance

Insurance (see also section 3)

We insure the property (including the garage if any) under a “master” insurance policy which covers the structural parts of the building. The insurance premium is payable on 1 April each year. We pay the premium to the insurer and where allowed by the terms of your lease, recover the appropriate proportion of this cost from you.

A few of our leases were granted to tenants who purchased before the “Right to Buy” scheme came into effect. Some of these “pre-Right to Buy” leases require the leaseholder to insure the property. Where the leaseholder is responsible for insurance, we do not provide insurance and do not charge for insurance premium costs.

What the buildings’ insurance covers

Where we insure the property, our insurance policy covers the structure of the building including the fixtures and fittings, any garages and the common parts of the building. Various risks are covered including fire, explosion, malicious damage, storm or flood, escape of water, falling trees, theft, subsidence (there is an excess payable for claims for subsidence), damage caused to the buildings by collapse of aerials or satellite dishes, including accidental damage. In some instances insurance cover may be restricted, for example, where your property is left unoccupied for more than 30 days or is sub-let. More information on our insurance policy can be sent to you on request.

You should make your own arrangements about insuring the contents of your home.

How to claim on the insurance policy

If you need to make a claim on the building insurance policy, please contact the Leasehold Management Team, or telephone the insurers directly on 0845 6050854. If you own a flat over a shop, you need to contact the Council's insurance section on 01344 352000 to make a claim. You will need to make a claim on your own behalf for your share of any costs for repairs to your flat. The insurance company will pay any compensation to you, not to Bracknell Forest Homes.

The current insurers have a network of contractors which they will use to carry out repairs to the inside of your flat, if requested to do so. Bracknell Forest Homes will carry out repairs to the structure, exterior and common areas of the block and re-charge the costs to you. You can then make a claim on the building insurance policy. Some leaseholders choose to claim for repairs and vandalism as itemised in their actual service charges. If vandalism occurs in your block and it is impossible to prove who the offender is, the costs of such a repair will be charged to the block. If you obtain a crime reference number, the insurance company may pay your share of the costs.

Bracknell Forest Homes, as the freeholder, will supervise and make the necessary arrangements for repairs in the event of major structural damage to your property (for example, a large fire, subsidence damage)

Contents Insurance

We do not insure the contents of your home or personal belongings. It is your responsibility to make your own arrangements for contents insurance. It is essential that you take out your own insurance to cover your contents and personal belongings, especially if the property is sub-let. This should also cover any legal liability to pay damages to other parties following your actions as occupier of the property.



Bracknell Forest Homes has arranged a low cost home contents insurance scheme, which is available for tenants and leaseholders who occupy their own property. It is not available to leaseholders who have sub-let their property or who do not live in the property. The scheme has been arranged in partnership with the insurance brokers Jardine Lloyd Thompson and is organised by the National Housing Federation. If you would like more details, please contact the Leasehold Management Team to request a pack.

Alterations to your property (see also section 5)

Your lease is likely to say that you must not make any alterations or additions to the structure or exterior of the property without the prior consent of Bracknell Forest Homes. It may also say that you cannot connect into or alter existing connections to wiring, pipes or installations which serve the whole building, nor can you install any new services without the prior consent of Bracknell Forest Homes. If you would like to make internal alterations to your flat or maisonette, you should apply in writing to the Leasehold Management Team, enclosing details of your proposals and a plan. Our surveyors will examine the plans and we will write to you with our decision. You may have to obtain Planning and Building Regulations consent for any works you do. Bracknell Forest Homes will not withhold consent unreasonably. However, if you do not obtain our permission, you will be breaking the conditions of your lease and you could lose your home. You may also have to pay for the cost of putting it back to its original state.

Replacement Windows

As Bracknell Forest Homes is the freeholder of the block in which you live, we are responsible for the structure and exterior which includes window frames. Leaseholders

have to request permission to install replacement windows to their flats, well in advance of any window programme undertaken by Bracknell Forest Homes. Bracknell Forest Homes will usually grant permission, subject to certain conditions.

Sub-letting the property

It is likely that your lease does not require you to obtain our consent before sub-letting. However, if you do sub-let your property you must notify us within one month. There may be a small fee payable to us (as stated in the lease) for each sub-letting of the property.

We need to be able to contact you or your agent in case of emergencies, such as flooding or nuisance at the property and it would be helpful if you could supply us with a telephone number for you or your agent. You must provide us with a contact address in England or Wales so that we can make sure the invoices go to the correct address.

The building insurance policy requires us to notify the insurers if you are sub-letting the property. There are special terms in the insurance policy which apply if the property is left empty for more than 30 days or is sub-let.

You may need consent from your mortgage company to sub-let and you need to send a copy of your mortgage company's consent to Bracknell Forest Homes. If the property is sub-let, as a landlord, you are responsible for ensuring that an annual gas safety certificate is obtained. Please send a copy of the certificate to the Leasehold Management Team for inclusion on your file.

Whilst the property is sub-let you are responsible for making sure all the bills are paid, the property is well looked



after and no nuisance is caused. All the covenants in the lease will continue to apply to you; if your sub-tenants cause a nuisance or damage to the communal areas, structure or exterior of the block, we will contact you to try to resolve the situation.

You can contact the Leasehold Management Team for further advice.

Selling your property

If you are the original Right to Buy purchaser and decide to sell your property within the discount period, you will have to repay some of the discount you received. The discount period will be in your lease. You can contact the Leasehold Management Team for further advice.

When you sell a leasehold property, the solicitors have several questions about the lease and the property. Usually, they send Bracknell Forest Homes a questionnaire to complete. There is a cost for completing the questionnaire and your solicitors may pass the costs on to you. Sometimes the purchaser's solicitors will ask for the lease to be varied to include provisions which are not already there. Bracknell Forest Homes may agree to this, and there will be a fee for our costs involved in carrying out a lease variation

The lease requires that Bracknell Forest Homes is advised within one month of any assignment. Until Bracknell Forest Homes receives the Notice of Assignment, we cannot change any details on our files. There will be a cost (not exceeding £10) for the Notice of Assignment as specified in the lease.

Invoices for service charges always go to the lessee at the

time of the invoice. Because actual service charges and the cost of major works are usually invoiced at the end of the financial year, you may receive a bill for a period when you were not the leaseholder. It is the responsibility of the solicitors to apportion any service charges between the parties on completion of the sale. Bracknell Forest Homes cannot advise on any apportionment of service charges.

Aerials and Satellite Dishes

Most of our leases do not allow leaseholders to put up a TV aerial or satellite dish on the block without our prior consent.

On blocks of flats with communal areas, Bracknell Forest Homes has installed a digital reception system, ready for digital switch over in 2012, which means that you do not need to install a satellite dish or aerial. The reception system points to two different satellites so you may be able to receive foreign language satellite broadcasts in addition to the usual satellite channels. You will need to subscribe to a satellite provider to access any channels other than those available on Freeview. If you need additional outlet sockets installed in other rooms in your flat, please contact us to discuss the arrangements. If additional individual satellite dishes are put onto our buildings which are fitted with a new system, Bracknell Forest Homes will remove them.

Leasehold Enfranchisement - Buying the Freehold

Long leaseholders of flats have the right to buy the freehold of their building as a group if all the relevant conditions are met. This is known as the “right to enfranchise”. Once they have bought the freehold, leaseholders can decide for themselves how to manage their block and take over Bracknell Forest Homes’ responsibilities as freeholder.



Bracknell Forest Homes will try to assist qualifying leaseholders who want to collectively purchase the freehold of their block, in cases which meet the legislative requirements. The legislation in this area is complex and to establish whether you qualify, you should ask the Leasehold Management Team or your own legal adviser.

Lease Extensions

You may have the right to extend your lease and in most cases, you may purchase an additional 90 years to add to the unexpired years left on the lease. It can become difficult to sell a property or get a mortgage if there are less than 60 years left on a lease. This is a complex matter and there are statutory conditions that must be met in order to exercise this right. If you proceed with a lease extension, you will have to pay Bracknell Forest Homes' fees, including a valuation fee, as well as your own legal fees and the cost of the lease extension itself. If you require further advice we recommend you contact your own independent legal adviser.

Right to Manage

Leaseholders who are experiencing severe problems with the management of their building, may be able to apply to the LVT for the removal of the manager and the appointment of a replacement.

You should always seek competent independent advice before proceeding, for example from solicitors, surveyors or property managers.

