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WESTCOMBE PARK

CONSTRUCTION AND FEATURES OF THE PROPERTIES AT THE DEVELOPMENT

CONSTRUCTION METHOD

- Traditional Brick & Block

PARKING

- 7kW socketed EV chargers are provided.
- Use of 62 visitors parking spaces which are shared with 246 other properties.
- 20 designated disabled spaces conveyed to affordable rent properties.
- Each property is conveyed with a minimum of 1no. parking bay.

SPECIFICATION

Floor finishes and turf to rear garden are not included as standard on this development.

Washing machines and dishwashers are not included in every home on this development.

Your Sales Executive will be happy to confirm whether they are included in the specific home you are purchasing.

PROPERTY ACCESSIBILITY/ADAPTIONS

All homes on this development are designed to include reasonable accessibility features to help everyone, including wheelchair users, approach and enter the property and use the main rooms on the entrance level. These features may include:

- step free or assisted access from the street (such as dropped kerbs, ramped pathways or lifts);

Your Sales Executive will be happy to confirm which features apply to the specific home you are purchasing.



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UTILITIES

ELECTRICITY SUPPLY

- Mains electricity supply with smart meter

WATER SUPPLY

- Mains water supply with meter

SEWERAGE

- Mains sewerage

HEATING

- Air Source Heat Pump with radiators

and smart meter.

BROADBAND

- Fibre to the premises

MOBILE SIGNAL/COVERAGE

EE – Good outdoor and in-home. O2 – Good outdoor, variable in-home. Three – Good outdoor.
Vodafone – Good outdoor and in-home.

For an indication of specific speeds and supply or coverage in the area, please see the [Ofcom checker](#).

COASTAL EROSION

None



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BUILDING SAFETY

BUILDING SAFETY DEFECTS, INCLUDING FIRE AND STRUCTURAL RISK MODIFICATIONS

None



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TENURE OF THE PROPERTIES

WHAT DOES “TENURE” MEAN IN RELATION TO BUYING A HOME?

Simply put, the “tenure” refers to the type of ownership, for example Freehold would refer to Total Ownership, whilst Leasehold would refer to Long Term Rented Occupation.

WHAT IS THE “TENURE” OF THE PROPERTIES AT THIS DEVELOPMENT?

- HOUSES at this development are “freehold with managed common areas” which are registered at Land Registry. This means you own the building and the land it sits upon outright, forever. There are shared areas on the estate (such as roads or landscaped areas) that are maintained and insured by a management company. You pay a contribution towards these costs

As part of the planning consent for this development some homes are designated as section 106 (section 75 in Scotland) affordable housing. These properties will remain as affordable housing tenure and are specifically shown on the site layout plan and are not available for general sale. All other homes on the development are available for open market sale (including multi-unit sales) to purchasers, who could be private individuals or another type of purchaser (for example local authorities, housing associations or other commercial landlords), and, therefore, the ownership and occupation model is unrestricted and the mix of tenures on a development may change.



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CHARGES

GROUND RENT

Ground rent is a regular fee (usually paid once a year) that you pay to the person or company that owns the land your home is built on (the “freeholder”).

Is any money payable for Ground Rent?

No.

SERVICE CHARGE

What is the Estimated Service Charge payable?

- HOUSES pay an “Estate Charge”. The Estate Charge is paid to the Management Company who is responsible for the maintenance and insurance of the shared areas and services of the estate which are not to be adopted by Local Authorities or Utility providers. The Estate Charge is the actual cost for undertaking the maintenance and insurance of the shared areas on the development and a proportion for a reserve fund.
- See Service Charge list below for how much service charge is payable for each type of property at this development which are correct at the time of publication. The service charge may increase in future in line with increases in estate costs.

SERVICE CHARGE LIST

A service charge list is an itemised breakdown of the costs you must pay to maintain the communal areas and shared infrastructure of a development.

ARE THERE ANY KNOWN CIRCUMSTANCES THAT WILL LEAD TO AN INCREASE IN SERVICE CHARGES / BASIS OF CALCULATION?

We have provided the most up-to-date service charge information available at this point in time in this Factsheet. We are not aware of any circumstances which may give rise to an increase in the service charge apart from annual standard increases nor a change in the basis of this calculation, but we would encourage you to double check these figures with your solicitor prior to exchange of contracts.

Please also bear in mind that the figures included within this Factsheet represent an estimate only and the final figure service charge you will pay will be based on the costs incurred in the relevant service charge year. The service charge will also vary from year to year depending on the nature and extent of the maintenance carried out in any one year.



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OTHER FEES AND HOW THEY ARE CALCULATED

- **EVENT FEE:** You pay this fee if you sell, sublet, or change your mortgage on the property. It's sometimes called an exit or transfer fee.
- **CONSENT FEE:** If you need permission for certain changes (like alterations), you'll pay a fee for the approval process.
- **SOLICITOR'S FEE:** If our solicitor is involved, you'll pay their fee for the work, currently capped at £250 plus VAT.
- **MANAGING AGENT FEES:** There is a separate list of fees charged by the managing agent for this site.
- **ENGROSSMENT FEE:** When you complete your purchase, there's a fee for preparing the final legal documents of £150 plus VAT.
- For more details, see the New Home Affordability and Indicative Costs Guide, which you'll get before you reserve your home.

LIST OF PROFESSIONAL FEES CHARGED BY THE PROFESSIONAL MANAGING AGENT FOR SPECIFIC REQUESTED SERVICES

Management Company managed by Trinity Estates

	Incl VAT £
Sales pack	300.00
Notice of Ass (inclusive fee)	342.00
Notice of Charge	156.00
Transfer of Equity	342.00
Copies of receipted notice	72.00
Subletting	126.00
Pet Consent	36.00
Ad Hoc Certs	72.00
Updated LPE1 (within 12 mnths)	90.00
Mortgage Enq	120.00

WHAT IS A RESERVATION FEE?

A reservation fee is a "holding deposit" you pay to a developer to officially take a new home off the market for you.

When you pay this fee, the developer agrees not to sell that specific plot to anyone else for a set period giving you time to arrange your mortgage and legal paperwork.

A reservation fee of £1000 is payable and will be deducted from the final price. Where a buying scheme is used, the reservation fee may be limited to £500. Terms and eligibility criteria apply. Please speak to a Sales Executive for full details



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ADDITIONAL CHARGES

APARTMENTS AND HOUSES:

- If you miss a payment - such as your service charges - interest will be added at 4% above the Barclays Bank base rate, starting from when the payment was due until it's paid.
- You must notify the landlord and the management company and pay their reasonable fees every time you sell, underlet or take out a mortgage/legal charge of the apartment. Please refer to the Event and Consent Fees Schedule below and the New Home Affordability and Indicative Costs Guide mentioned above.

APARTMENTS ONLY:

- If the landlord asks you to carry out repairs required under your lease and you do not do so within 30 days, the landlord can complete the work and charge you for the cost.
- If anything you do or allow on the Property causes a nuisance to the landlord, the management company or other owners, you will need to pay any costs involved in fixing the issue.

HOUSES ONLY:

- If you need Crest Nicholson's consent to carry out works, then a fee of £35 is payable as an administration charge to process your request.



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TITLE TO THE HOMES AT THE DEVELOPMENT

LETTINGS

Can I let my Apartment?

Your ability to let the apartment is determined by the lease and any conditions of your mortgage. You can let the whole of the apartment (as opposed to the letting of part) if the letting is an Assured Shorthold Tenancy agreement which ends when the tenancy term ends and does not give any long-term rights. You should take independent legal advice if you are in any doubt. (An Assured Shorthold Tenancy means a tenant is “assured” the legal right to stay as long as they pay rent, but only for a “short” fixed period after which the landlord can ask for the property back.)

ALTERATIONS

Can I alter my House (Freehold Property)?

Substantial Alterations: You cannot add to or alter any building on the property so as substantially affect their appearance without the prior written consent of Crest (such consent not to be unreasonably withheld or delayed). Any rebuilding must, so far as reasonably possible, match the building which it renews or replaces.

For the first 5 years of your ownership, you cannot:

- Construct any building or other structure, except a good quality domestic shed /outbuilding not exceeding 10ftx8ft in size with a maximum height of 2.5 metres);
- Construct any extension; or
- Make any alteration to the external appearance of any building or structure

Except in accordance with plans previously approved in writing by Crest for which a fee of £35 + VAT is payable.

Satellite dishes or similar apparatus cannot be placed on the front elevation of any dwelling on the Property (nor in any position forward of such elevation)



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PETS

Am I allowed pets in my HOUSE?

Yes, but please don't keep poultry, pigeons, or birds of prey on the property.

RESALE RESTRICTIONS/COVENANTS

What is a covenant?

A covenant is a legally binding "promise" or rule written into the property's title deeds. These rules dictate what you can and cannot do with your home or land.

Are there any resale restrictions or covenants?

There are none except for a requirement that when you come to sell your property in the future, any incoming buyer will need to enter into a Deed of Covenant. The Deed of Covenant is a promise by the new owner of the property to carry on complying with the same restrictions and covenants during their period of ownership of the property as you including, amongst other things, the payment of service charge to the Management Company. This requirement is secured as a restriction against the title to the property at Land Registry. A restriction is a legal entry on the title to the property which prevents the sale, transfer or mortgage of the property unless certain conditions are met, in this case that the Deed of Covenant has been entered into by an incoming buyer.

RIGHTS AND EASEMENTS AFFECTING THE HOMES ON THE DEVELOPMENT

What is an easement?

An easement is a legal right that allows one party to use a piece of land they do not own for a specific purpose. While a covenant tells you what you can't do, an easement usually gives someone else the right to do something on your land (like walking across it or running a pipe under it).

The Seller will reserve some rights over the property within the Plot Transfer Deed. These rights help the Seller to ensure the functional, legal and practical operation of the property and the wider development. These rights allow for essential services, such as utility pipes and cables, drainage and shared accessways and they "run with the land" which means that they remain in place even if the property is sold.

Pipes, cables and wires for essential services (drainage, electric, water, gas, fibre etc.) often run under properties and easements are reserved for the Seller and the utility companies to access these to install, maintain and repair them.

The Seller will also reserve rights to enter the property to complete work on the remainder of the development, such as construction works on adjacent properties or completing landscaping on adjacent properties.

Rights are also reserved for the Seller and other property owners to enter the property to maintain, repair or replace walls, fences or the exterior of their buildings.

Where properties are built in close proximity or are joined, a right of support is also reserved to ensure that one property does not damage the other during or after construction.

The Seller will include their standard reservation of rights in the Plot Transfer Deed when plots on this development are transferred to buyers. Therefore all buyers on the development will be subject to the same rights. Even though these are standard rights, it is important that these are reviewed by your solicitor, to ensure that you understand them and are happy with them.

Some properties will be affected by new sewer easements which are granted to the Water Authority under the section 104 Agreement, which is the new sewer adoption agreement entered into between the Seller and the Water Authority. New sewers are generally laid underneath the new estate roads but sometimes the new sewers need to be laid underneath the gardens, driveways or parking spaces belonging to individual properties. Where a new sewer is laid underneath land belonging to a property, a sewer easement called a Protected Strip is created, which is a zone (typically 3 metres or more on either side of the centreline of the new sewer) where building and planting is restricted or prohibited to ensure the Water Authority can access that section of sewer for maintenance and repairs and to prevent damage to the sewer from new structures or ground disturbance. If your property is affected by a Protected Strip easement, you will need formal permission from the Water Authority to build or plant within the Protected Strip and you generally will not be permitted to build any permanent structure, plant large trees or significantly alter the ground level within the Protected Strip. If your property is affected by a Protected Strip, this will be shown on the Conveyance Plan to the property and the rights, restrictions and covenants relating to the Protected Strip will be included in the Transfer Deed or Lease relating to the property. The properties affected on this development are Plots 27, 35, 41-49, 54-56, 66-71, 76-80, 112, 113, 122, 129-136, 139, 146, 154, 155, 162, 163, 165, 192-197, 200-202, 213, 228, 240-246

What is an exceptional restriction?

The term exceptional restriction usually refers to a specific type of planning condition or legal entry that is more stringent than a standard covenant.



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New build properties have restrictions, often enforced through restrictive covenants, to maintain a uniform, attractive and safe development, manage maintenance and protect property values. These rules often restrict alterations, parking and use of the property. The Seller will include their standard restrictive covenants in the Plot Transfer Deed when plots on this development are transferred to buyers. Therefore all buyers on the development will be subject to the same rules. Even though these are standard restrictive covenants, it is important that these are reviewed by your solicitor, as they may prevent you from making changes to your home or using the land in certain ways.

You should be aware of planning conditions attached to the Outline Decision granted on Appeal under reference APP/X1545/W/19/3230267 as follows:

- Condition 18 – existing trees or hedgerows within the development are to be protected. If within 5 years from completion of development an existing tree is removed, destroyed, dies or becomes damaged or defective it shall be replaced as specified by the Local Planning Authority.
- Condition 19 – Plots 215,214,213,200-207,151-154,175,185-188 will have an acoustic barrier which is to be installed by the Seller and retained in perpetuity.
- Condition 29 – vehicle parking areas to be completed by the Seller and retained for their intended purpose thereafter.
- Condition 30 – secure bicycle parking facilities to be provided and retained thereafter for their intended purpose.
- Condition 31 – detailed landscaping scheme under a Management and Maintenance Plan to be approved, implemented and continued thereafter in perpetuity.
- Condition 33 – any trees or plants provided as part of the landscaping scheme to be replaced if they die, are removed or become damaged or diseased within 5 years of the planning date.
- Condition 34 – General Permitted Development Order withdrawn insofar as there shall be no hard surfacing of front gardens beyond that permitted under the reserved matters approval.
- Condition 35 – an external lighting strategy to be implemented and retained as such thereafter.

You should be aware of planning conditions attached to the Reserved Matters Decision granted under reference RESM/MAL/23/00408 as follows:

- Condition 7 – approved Landscape Management and Maintenance Plan to be implemented and any tree or plants to be replaced if it is removed, uprooted, destroyed, dies or becomes damaged or defective within a period of 5 years from the date of planting.
- Condition 8 – vehicle parking areas to be implemented and retained in this form in perpetuity. The vehicle parking areas and garages are not to be used for any purpose other than the parking of vehicles unless otherwise agreed with the Local Planning Authority.
- Condition 10 – plots which do not have a garage will have weather-protected bicycle storage to be retained as approved in perpetuity.

- Condition 11 – measures approved in the Ecological Conservation Management Plan to be implemented and retained in perpetuity. Measures include swift bricks to be integrated into houses on the development.
- Condition 12 – General Permitted Development Order withdrawn insofar as no garages, extensions or separate buildings shall be erected without planning permission from the Local Planning Authority.
- Condition 13 – First floor windows on the side elevation of plots which have a flank to the back wall of the neighbouring sites shall only be glazed in obscure glass and fixed shut. This does not affect plots on the Crest Nicholson parcels.
- Condition 14 – retained trees/hedgerows to be protected. If within 5 years from completion of development an existing tree is removed, destroyed, dies or becomes damaged or defective it shall be replaced as specified by the LPA.
- Your home is for private residential use only – you cannot carry on any trade, business or profession from it.
- Trailers, caravans, boats and commercial vehicles are not allowed on the development, save for commercial vehicles delivering to or collecting goods your home
- The open space areas can be used for quiet enjoyment. Please avoid playing games, playing music or any activities likely to disturb other homeowners. Children under 10 must always be accompanied by an adult.
- Other buildings may be built or altered within the development. These changes could affect views or natural light, but they will never block your access to your home.
- Heavy goods vehicles cannot be parked on the property or anywhere else on the development. Light goods vehicles, caravans, boats, trailers or similar must be kept out of sight of the other properties on the development].
- Please don't put up rotary airers, washing lines, poles, or any similar equipment for drying clothes in front of your home. Clothes should not be left out to dry in any position forward of the front elevation of the property.

You should ask your solicitor for legal advice on these, along with the other terms included in the title deeds and lease.

APPLICABLE TO APARTMENTS AND HOUSES:

- Your home is for private residential use only – you cannot carry on any trade, business or profession from it.
- Trailers, caravans, boats and commercial vehicles are not allowed on the development, save for commercial vehicles delivering to or collecting goods your home
- The open space areas can be used for quiet enjoyment. Please avoid playing games, playing music or any activities likely to disturb other homeowners. Children under 10 must always be accompanied by an adult.
- Other buildings may be built or altered within the development (but in the case of Apartments, not your block). These changes could affect views or natural light, but they will never block your access to your home.



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APPLICABLE TO HOUSES:

- Heavy goods vehicles cannot be parked on the property or anywhere else on the development. Light goods vehicles, caravans, boats, trailers or similar must be kept out of sight of the other properties on the development].
- Please don't put up rotary airers, washing lines, poles, or any similar equipment for drying clothes in front of your home. Clothes should not be left out to dry in any position forward of the front elevation of the property.

You should ask your solicitor for legal advice on this, along with the other terms included in the title deeds and lease.

FLOOD RISK

None

Following acquisition of the land for development, the Seller has undertaken various reports to investigate the ground conditions. All properties constructed by the Seller are approved to Building Regulations standards of design and construction and any conditions of the planning permission will be complied with.

The buyer should satisfy themselves as to the condition of the property, its suitability for their purposes and all matters affecting the property by carrying out their own searches, enquiries and surveys as part of the conveyancing process to satisfy themselves that they are happy to proceed.

COALFIELD OR MINING AREA

None

Following acquisition of the land for development, the Seller has undertaken various reports to investigate the ground conditions. All properties constructed by the Seller are approved to Building Regulations standards of design and construction and any conditions of the planning permission will be complied with.

The buyer should satisfy themselves as to the condition of the property, its suitability for their purposes and all matters affecting the property by carrying out their own searches, enquiries and surveys as part of the conveyancing process to satisfy themselves that they are happy to proceed.

ANY OTHER KNOWN ISSUES WITH THE PROPERTY

None

Following acquisition of the land for development, the Seller has undertaken various reports to investigate the ground conditions. All properties constructed by the Seller are approved to Building Regulations standards of design and construction and any conditions of the planning permission will be complied with.

The buyer should satisfy themselves as to the condition of the property, its suitability for their purposes and all matters affecting the property by carrying out their own searches, enquiries and surveys as part of the conveyancing process to satisfy themselves that they are happy to proceed.



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PLANNING PERMISSION OR PROPOSALS FOR DEVELOPMENT AND TIMESCALES FOR FUTURE PHASES

PLANNING PERMISSION OR PROPOSALS FOR DEVELOPMENT AND FACILITIES WHICH CREST NICHOLSON IS PARTY TO ON THE DEVELOPMENT

The detailed planning consent reference number under which the development is being constructed is RESM/MAL/23/00408 (following outline planning consent, approved on Appeal under APP/X1545/W/19/3230267 following refusal under OUT/MAL/15/00419).

The Local Planning Authority is Maldon District Council.

The detailed planning consent reference number under which the development is being constructed is RESM/MAL/23/00408

KNOWN FUTURE PHASES OF THE DEVELOPMENT CREST NICHOLSON HAVE COMMITTED TO

We have not committed to any future phases at this stage.

POTENTIAL FUTURE PHASES (NOT COMMITTED TO)

We are aware of potential future development on land directly to the south-west and south-east. We are not aware of any planning application having been submitted and it is not certain when a planning application will be submitted.



FACILITIES WHICH WE ARE PARTY TO ON THE DEVELOPMENT

What does party to mean?

When a developer is a “party to” the facilities on a development, it means they have a continuing legal obligation to manage, maintain, or provide specific infrastructure—even after they have started selling the individual homes.

The Seller is party to the following facilities on the Seller’s own phases : private roads, private drainage and the Seller will be responsible for onsite drainage connections through the Seller’s phases that are intended to be adopted by the Local Authority.

The Seller is not party to any facilities on the wider development, known as Heybridge and which is owned by Countryside Properties and other developers, and they are responsible for the construction and installation of the infrastructure and services outside of the Seller’s phases.

There are various other works that need to be carried out for the benefit of all owners across the wider development and the facilities, such as open space and play areas are within the wider phases owned by Countryside Properties and other developers across the wider Heybridge Estate.

The facilities will be developed in accordance with the planning permission references above.



Crest Nicholson is a registered developer with the New Homes Quality Code. Please speak to a sales executive if you need further help with any marketing material including provision in another format.

Illustrations, images, plans and content may show typical Crest Nicholson properties rather than properties from the actual development itself. Also they may depict furniture, fixtures and fittings which are not included in the sale of our new homes and optional extras which may be at additional cost. In addition elevation, materials, gradients, landscaping, street furniture and window and door sizes and locations are plot specific and may vary.

Please speak to a sales executive for details of current availability and pricing, any offers, promotions or incentives and their associated terms and conditions, other charges applicable to ownership, optional extras, updates to completion dates and plot specific information.