



CREST NICHOLSON AT BRANSTON LOCKS

CONSTRUCTION AND FEATURES OF THE PROPERTIES AT THE DEVELOPMENT

CONSTRUCTION METHOD

- Traditional Brick & Block

PARKING

The parking spaces across Branston Locks form part of the properties' demise.
EV charging – Yes, 7.4kW socketed EV charger.

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 at this development.

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

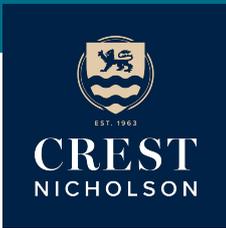
PROPERTY ACCESSIBILITY/ADAPTIONS

All homes on the 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.



UTILITIES

ELECTRICITY SUPPLY

- Mains electricity supply with smart meter supplemented with PV panels

WATER SUPPLY

- Mains water supply with meter

SEWERAGE

- Mains sewerage

HEATING

- Metered mains gas with boiler and radiators and smart meter.

BROADBAND

- Fibre to the premises

MOBILE SIGNAL/COVERAGE

Coverage varies from 'Good outdoor' to 'Good outdoor and in-home' across all major mobile network providers.

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 not yet 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?

RPI will be the main factor for increases each year. The current budget is based on the whole development being completed & handed over, so no significant increase is anticipated as assets are handed over to Branston Locks Management Company, but the budget will fluctuate due to inflationary changes, contractor prices increases and changes to areas handed over. The service charges payable by a plot is also linked to the number of bedrooms there are in that plot.

Under the transfer:

- Where there are any arrears on sums due under the transfer, you are liable to pay interest on such sums at the rate of 4% above Barclays Bank Plc base rate from time to time. The interest will be calculated from the date the arrears are due to the date of actual payment. Please note that this is also the case in respect of service charges payable under the Estate Service Charge Deed in regard to the service charges payable.
- You must give notice to Branston Locks Management Company every time you transfer the property, and pay the Management Company such reasonable registration fees as management company determine from time to time. An event fee is payable to Crest and the Management Company when you change ownership. Where this involves Crest’s solicitor, you will be charged a fee for their time taken, currently capped at £250.00 plus VAT.
- Where consent is required from Crest for the carrying out of works then a fee of £35 is

payable. Such consents are in relation to the following:

- Within 5 years of the date of the transfer you cannot make any alteration to the external appearance of any building or structure except in accordance with plans previously approved in writing by Crest;
 - Not during the Five Year Period to construct or erect on the Property any building or other structure (provided that consent is not required for good quality domestic sheds and outbuildings not exceeding 10ft x 8ft in size with a maximum height of 2.5 metres) or construct any extension or make any alteration to the external appearance of any building or structure except strictly in accordance with detailed plans previously approved in writing by Crest. Within 5 years of the date of the transfer you cannot make any alteration to the external appearance of any building or structure except in accordance with plans previously approved in writing by Crest;
 - Not to erect or position any satellite dish or similar apparatus on the front elevation of the Dwelling on the Property nor in any position forward of such elevation without the prior written consent of Crest
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- You must contribute a fair proportion of the cost of inspecting, maintaining, repairing and renewing any Service Installations which serve the property and any Shared Access and/or Visitor Parking Spaces (if any) or Refuse Collection Points (if any) which serve the property and do not form part of the Maintained Property. This is payable to the owners of the dwellings that you share these obligations with. Please ask your **solicitor/conveyancer** for more information. Please also note that Plots 272-279 will have Cellular Storage Attenuation Crates demised to them concerning the discharge and flow and storage of surface water from these properties. The transfer contains the appropriate rights and responsibilities with regard to the maintenance of this cellular storage. The Cellular Storage is referred to on Plan 2 and Plan 3 of the transfer. Maintenance responsibility for the Cellular Storage will lie with these properties. Plot owners are not permitted to build structures over the Cellular Storage which forms part of the Property (provided such property is affected by Cellular Storage) and nor to plant any trees or any other deep rooted plants or shrubs over any Cellular Storage within the Property
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- A table of the anticipated service charges payable for the period 01.10.2024-30.09.2025 as provided by the solicitor for the Management Company is below. We have also supplied below the Indicative Anticipated Costs from the Management Company.
 - There is also a solicitors engrossment fee payable on completion for the transfer documents of £150+VAT.

More detail can be found in the New Home Affordability and Indicative Costs Guide which will be provided to you before you reserve your home



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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

The following service charge indicative budget illustrates the Anticipated costs and covers the Wider Development at Branston Locks (Please note that the anticipated costs during years 2-5, and then 5-10 will be subject to increase in line with RPI):

INDICATIVE ANTICIPATED COSTS

Part 2 Apartments and Houses at Branston Locks

Type of Cost	Anticipated costs for year 1	Anticipated costs during years 2-5	Anticipated costs during years 5-10
Ground Rent	Zero cost	Zero cost	Zero cost

Apartment Management Service Fees

The table below indicates the fee payable for your apartment type.

Apartment Management Service Fees

The table below indicates the fee payable for your apartment type. These costs relate to the Public Open Space management and do not include any costs relating to your own property. Public Open Space management costs include landscape maintenance, play area maintenance, contractor supervision, sinking fund contributions, public liability insurance, anti-social behaviour, service charge accounts examination, printing & postage, administration/management fees, etc. These indicate the capped sum payable per year for the property. Costs are not expected to rise after the end of the capped service charge period.

Apartment Type	Year 1	Years 2-5	Years 5-10
Studio	£269.29 + VAT	£269.29 + VAT + RPI*	£269.29 + VAT + RPI*
1 Bed	£269.29 + VAT	£269.29 + VAT + RPI*	£269.29 + VAT + RPI*
2 Bed	£269.29 + VAT	£269.29 + VAT + RPI*	£269.29 + VAT + RPI*

*Annual increase in line with the Retail Prices Index (RPI)

House Management Service Fees

The table below indicates the fee payable for your house type. These costs relate to the Public Open Space management and do not include any costs relating to your own property. Public Open Space management costs include landscape maintenance, play area maintenance, contractor supervision, sinking fund contributions, public liability insurance, anti-social behaviour, service charge accounts examination, printing & postage, administration/management fees, etc. These indicate the capped sum payable per year for the property. Costs are not expected to rise after the end of the capped service charge period.

House Type	Year 1	Years 2-5	Years 5-10
1 or 2 Bed	£269.29 + VAT	£269.29 + VAT + RPI*	£269.29 + VAT + RPI*
3 Bed	£269.29 + VAT	£269.29 + VAT + RPI*	£269.29 + VAT + RPI*
4 Bed	£233.14 + VAT	£233.14 + VAT + RPI*	£233.14 + VAT + RPI*
5 Bed	£350.07 + VAT	£350.07 + VAT + RPI*	£350.07 + VAT + RPI*

*Annual increase in line with the Retail Prices Index (RPI)

There is a reasonable one-off set up fee charged on purchase of each property. It is expected this will be £70.00+VAT, increasing with RPI*

All other costs charged by the professional managing agent are included in the costs above. Should the managing agent change, then these fees may change.

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?

Once you decide to sell your Property, you will need to ensure that the incoming buyer enters into 2 x Deeds of Covenant so that they perform and observe the obligations under:

1. • the Transfer; and
2. • the Estate Service Charge Deed.

The template Deed of Covenant required in respect of the Transfer is provided as the Eighth Schedule of the Transfer.

The template Deed of Covenant required in respect of the Estate Service Charge Deed is included in the Estate Service Charge Deed and is the Deed of Covenant that the plot buyer is required to enter into with the Manager simultaneously with the Transfer from the Developer.

There is a provision in the Transfer not to erect or allow to be erected any sign advertising sale, let, or any other disposal of the Property within two years of the Transfer.

Shared Access - Many of the plots on the development are served by a shared access/driveway (coloured blue) and/or shared footpath (coloured yellow) collectively referred to as "Shared Access". Ownership of the Shared Access is divided between the owners of those plots. Each plot owner will have a right to use the Shared Access for all reasonable purposes and must contribute a fair proportion of the cost of maintaining, repairing and renewing it.

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).

1. • If the Property is served by Shared Driveway (shown coloured blue on the plot plan) or a Shared Footpath (shown coloured yellow on the plot plan) or if part of the Property made up of a Shared Driveway or a Shared Footpath then more information about this can be found at in the Transfer Deed suffice to say that appropriate rights of access for all who require use over the same will be granted to those who require such access.
2. • Please note that the Shared Driveway and Shared Footpath will not be maintained by the Management Company but will be maintained by respective plot owner and users of the same.
3. • There is a Water Easement which runs through the middle of the site from the middle of the north east boundary to the south west boundary in the position marked by yellow hatching on the estate plan. This derives from a deed dated 29 July 1971 for the benefit of South Staffs Water (formerly The South Staffordshire Water Company) and affects garden land and or parking spaces for Plots 21-29, 49-52, 176, 182, 193, 194, 224, 225, 232-238, 252, 272, 273.

Plot owners of these plots must not:

- permit any constructions of buildings or other erections, work or remove any clay sand or gravel or alter the surface level of or on the Water Easement Area;
- construct any water pipes within the Water Easement Area without the consent of South Staffs Water, provided that consent will not be unreasonably withheld where the pipes are to lead to any building to be constructed on land adjoining the Water Easement Area;
- construct any road or permanent surfacing over the Water Easement Area without the consent of South Staffs Water such consent not to be unreasonably withheld;
- carry out any planting of trees on the Water Easement Area without the consent of South Staffs Water.

4. The Water Easement Area is impacted by the following rights and covenants for the benefit of South Staffs Water (formerly The South Staffordshire Water Company) granted under a deed of grant referred to above:

- to use a 40 feet wide area (including the Water Easement Area) to construct, use and maintain a water main;
- access to and from the Water Easement Area with and without workmen at all times and for all purposes connected with the exercise of South Staffs Water's statutory duties;
- to construct concrete markers on the areas denoted by red circles on the title plan (if any).

5. Plots 272-279 will contain cellular attenuation crate storage concerning the discharge and flow and storage of surface water from these properties. The Transfer deed contains the appropriate rights and responsibilities with regard to the maintenance of this cellular storage. The Cellular Storage is referred to on Plan 2 and Plan 3 of the Transfer Deed. Maintenance responsibility for the Cellular Storage will lie with the owners of these properties.

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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You should be aware of certain planning conditions which affect use of the plots on this development, namely:

1. • Condition 6 of the Reserved Matters permission P/2024/00038 which states that all garages shall be retained for use as a garage (ancillary to the dwelling it serves) and shall not be changed to living accommodation unless planning permission has first been granted by the Local Planning Authority; and
2. • Condition 13 of the Reserved Matters permission P/2024/00038 which removes permitted development rights meaning that the plot shall not be altered or extended, no new windows can be inserted, and no buildings or structures shall be erected within the curtilage of the dwelling *unless planning permission has first been granted by the Local Planning Authority.*

You should ask your solicitor for legal advice on these, along with the other terms included in the title deeds, Estate Service Charge Deed and documents supplied in the sales pack.

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

The map for flood risk from surface waters identified a majority of the site is at risk of low to high risk of flooding due to rainfall. However the Environment Agency states that flooding from surface water is difficult to predict as rainfall location and volume are difficult to forecast and local features can greatly affect the chance and severity of flooding.

In order for the proposed development to be practicable, the flood risk assessment identified compensatory works to be carried prior to development which included realignment of the drainage ditch through the centre of the site, the lowering of areas outside of the development to provide compensatory flood areas. Crest Nicholson confirm these works were carried out by Nurton Development and as such the flood maps have been updated to reflect this. The scheme has been designed to ensure that flood risk to the surrounding area is not increased because of the proposed development. To assist with the design, the proposals have been modelled within the Shepherd Gilmour / Environment Agency model of the River Trent and Tatenhill Brook.

In localised areas throughout the development, it is proposed in areas at risk of flooding from the 1 in 100 year + CC event from the River Trent. In these locations the finished floor levels will be set above the minimum levels. This will ensure that minimum finished floor levels (FFLs) are set 200mm above the peak 1 in 100 year + CC flood level for the development site which is required to be above an FFL 47.41 with lowest FFL being set onsite as FFL 47.45.

Once the properties within the development are completed, Crest Nicholson will then be requesting for the Environmental Agency to update their maps accordingly which will remove any properties flood zone. Unfortunately, this cannot be done any sooner as it is the environmental agency policy that the earthworks and raising levels needs to be completed beforehand however the site is removed Flood zone 3.

COALFIELD OR MINING AREA

There are no known issues relating to coal or other mining that may have an adverse impact on the property.

Ground Gas Measures

There are no known issues relating to ground gas that may have an adverse impact on the property.

ANY OTHER KNOWN ISSUES WITH THE PROPERTY

There is localised contamination in the northeast corner of the site affecting plots 66 & 67 which are subject to garden validation. This relates to minor levels of asbestos. NHBC stipulated that a remediation strategy was required - Crest Nicholson submitted a remediation strategy in line with the NHBC chapter 4.1 which was accepted by placing a requirement for 300mm clean cover to front gardens and 600mm clean cover for rear gardens. A Technical Note is provided as part of the sales pack.



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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 development represents the current phase of release of the wider development of an intended large scale mixed use development known as Branston Locks, Lawns Farm, Branston Road, Tatenhill in Phases in accordance with the enclosed Planning documentation of approximately 2500 dwellings and other facilities. Buyers should be aware that the actual finished extent of the Wider Site is subject to change. The local authority is East Staffordshire Borough Council. Their website address is <https://www.eaststaffsbc.gov.uk/> and there is a link on the Local Authority's home page to Planning and within this section you can (using the references numbers in the planning documents) look up entries revealed by your local and/or personal searches.

The detailed planning consent reference number under which the wider site is being developed is P/2012/01467. Crest Nicholson's development is being constructed is P/2022/00642 which has been varied twice, subsequently.

The detailed planning consent reference number under which the development is being constructed is P/2012/01467

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)

There are no known potential future phases at this stage.



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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.

We are party to the following facilities on the Development:

- the estate roads within the development for which we will be entering into a S38 Agreement to secure the eventual adoption of the same by the local authority.
- the estate sewers within the development for which we have entered into a S104 Agreement dated 29.11.2024 for the eventual adoption of the sewers in the development.



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.