



CREST NICHOLSON AT KILWOOD VALE

CONSTRUCTION AND FEATURES OF THE PROPERTIES AT THE DEVELOPMENT

CONSTRUCTION METHOD

- Traditional Brick & Block

PARKING

Plots with parking spaces that form part of the property demise: 590-635, 646-674

Plots with parking spaces that have a separate deed / contract / right to use: None

Plots with a 7kW socketed EV charger: 586, 588-601, 604-635, 646-653, 655-659, 661-668, 673, 674

- Use of five visitors parking spaces which are shared with 98 other properties.
- There are no designated disabled spaces.

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

None



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UTILITIES

ELECTRICITY SUPPLY

- Mains electricity supply with smart meter supplemented with PV panels

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
- Openreach

MOBILE SIGNAL/COVERAGE

EE: Ranging from 'good outdoor' to 'good outdoor, variable in home'. O2: Ranging from 'good outdoor' to 'good outdoor, variable in home'. Three: Ranging from 'good outdoor' to 'good outdoor, variable in home'. Vodafone: Ranging from 'good outdoor, variable in the home' to '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 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?

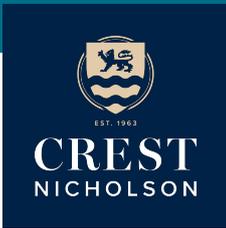
- HOUSES pay an “Estate Charge”. The Estate Charge is paid to the Management Company who is responsible for the maintenance and insurance of the shared areas and services of the estate which are not to be adopted by Local Authorities or Utility providers. The Estate Charge is the actual cost for undertaking 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?

None known at present. The service charge budget is intended to provide the best estimate of anticipates annual estate costs but may be subject to change as construction progresses. We, or the managing agents, will notify you if any future changes are required.



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

- Sales Pack - £336.00 inc VAT.
- Compliance Fee - £564.00 inc VAT (notices, deed of covenant, application for membership & compliance cert).

These are likely to increase annually in line with RPI.

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?

Upon the transfer or assignment of the property your solicitor must ensure that:

- they give reasonable notice to the management company or its agents with full particulars and pay their reasonable fee; and
- the transferee of the property:
 - agrees to become a member of the management company
 - enters into a deed of covenant with the management company in the form set out in the transfer deed

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 transfer deed contains standard easements which benefit the property (referred to in the transfer deed as 'Appurtenant Rights') and easements which the property is transferred subject to (referred to as 'Adverse Rights').

The property benefits from easements you would expect to see on a new development such as rights of way to and from the property, rights to receive services and of support, rights to use the communal areas and facilities and, if necessary, rights of entry onto adjacent land in order to maintain the property and its services.

Likewise, the property is subject to rights which benefit us, the management company, utility providers and the owners of other properties on the estate to use any services which run within the boundaries of the property and of support; and if necessary, to enter onto the property to carry out works.

Shared Access - Currently, as at the drafting of this factsheet, any shared footpaths on this phase that serve more than one plot have been left within the managed land that will be maintained by the management company. All plot owners will have generic rights over this managed land and will therefore contribute a fair proportion of the cost of maintaining, repairing and renewing it as part of the service charge budget.

Shared infrastructure - None

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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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

COALFIELD OR MINING AREA

None

ANY OTHER KNOWN ISSUES WITH THE PROPERTY

None



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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 DC/23/0856 granted by way of an appeal under reference APP/Z3825/W/23/3333968 on 25 October 2024. This follows on from the outline planning permission which was granted on 17 October 2011 under reference DC/10/1612.

Copies of the permission together with any associated variations will be provided in the Legal Pack sent to your solicitors.

Full details of the planning application can be viewed on the local authority's planning website: <https://public-access.horsham.gov.uk/public-access/>

The detailed planning consent reference number under which the development is being constructed is DC/23/0856

KNOWN FUTURE PHASES OF THE DEVELOPMENT CREST NICHOLSON HAVE COMMITTED TO

This is a large scale development which has already had a lot of phases completed by us, as well as other developers, but there are future phases still to be developed. The Legal Pack will contain a site wide phasing plan to show the intention for the site wide development but we have provided a brief summary below.

Phases 1A, B, C & D, Phases 2.1A, 2.1B, 2B, 2C(1), 2C(2), 2D, 2E, 2F, 2.2, 3A, 3B(1), 3B(2), 3C and 6A are completed phases.

This latest Phase being developed by us to which the Property relates is Phase 3E.

Phases 3D, F & G are being developed by Taylor Wimpey.

We have committed to the following future stage(s) of the development:

Phase 3H- this is for a further 69 homes with a Park and a sports pavilion with changing facilities, sports pitch and allotments. The detailed planning consent number for this is DC/23/1675 for the pavilion and park and DC/23/1786 for the 69 dwellings.

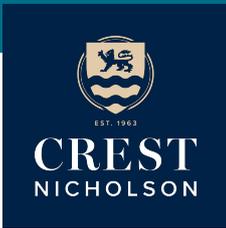
Neighbourhood Centre - this is for 111 homes, a pub, convenience store, 8 retail units, a community centre and a 66 bed elderly care facility. The detailed planning consent for this is DC/23/1694.

POTENTIAL FUTURE PHASES (NOT COMMITTED TO)

Phase 4 which is for 341 homes and Phase 5 which is for 381 homes. The Seller has submitted a detailed planning application for these under application DC/23/1647 and DC/23/1845 but these are yet to be determined as discussions are ongoing in relation to air rights across the adjacent railway line and, as such, the timescale for these future phases are unknown.

Phase 6B- this is for a further 115 homes. The Seller has applied for planning consent for this under reference DC/21/2246 but this is yet to be determined and so the timescale for this is unknown.

Phases 3I & 3J- the timescale for these future phases is unknown yet as a new full planning application is required for these.



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 this phase of the development

- Unadopted roads and footpaths
- Unadopted communal drainage/service facilities
- Communal landscaping.

On the wider development, in addition to the above, we are also party to the following facilities:

- Landscaping including open space areas including kick-about areas, multi-use games area and play areas
- Commercial centre
- Community centre
- Pavilion, sports pitches and allotments



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.