

WELCOME To EXMOUTH COURT



Independent Living means you can continue to live independently and enjoy a social life, with the confidence that help is at hand if you need it

**YOUR GUIDE
To
INDEPENDENT LIVING
At
EXMOUTH COURT**

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Key Facts



Your Landlord

The Trust was originally formed on 11th September 2000, Amica Care Trust relaunched under its new name on January 7th 2019.

Governed by a Board of Trustees the Trust owns and operates five nursing and social care homes. These homes are situated in Bromsgrove (2), Crewkerne, Dorchester and Exmouth

The Trust is also the freeholder of 183 independent living apartments in Exmouth, Bromsgrove and Dorchester co-located with three of the Trust's Care Homes, and an older persons independent living complex in Taunton, Somerset.

The Trust's Management Companies are:

**Exmouth Court (Management) Ltd
Gatchell Oaks (Management) Ltd
Housman Park (Management) Ltd
Signature House (Management) Ltd**

Amica Care Trust is a registered charity who has your best interests at the heart in everything we do. Led by a board of dedicated Trustees, any financial surplus is reinvested into the development of services for everyone who lives or works for the Trust.

Amica Care Trust And Exmouth Court (Management) Ltd

Amica Care Trust is a charity whose purpose is to care for older people and disabled. The Trustees policy is to own and manage care services in the United Kingdom and to develop other care services of an innovative nature with particular emphasis on the provision of independent living accommodation for older people. Amica Care Trust is a closed trust and the properties it manages must be self-supporting so that, at the appropriate time, further developments can be undertaken.

Exmouth Court (Management) Ltd is the management company, which provides the services for the upkeep and maintenance of Exmouth Court. The services are paid for by the residents of Exmouth Court through the Service Charge. Exmouth Court (Management) Ltd is a Guarantee Company and is run on a not for profit basis.

The Directors of Exmouth Court (Management) Ltd attach great importance of effective communication with residents and consultation on matters of importance. For this reason, it is essential that residents are fully aware of their rights, the major items within the lease, the people involved as the Landlord and Management Company, the services that are provided and the way in which residents' concerns are dealt with. This Information Guide, (which is supplied to all residents), will try to explain these points. If you have any further queries, please do not hesitate to contact the Independent Living Manager on site or the administration staff at the addresses listed on pages VII, 28 and 37 of this document.

John Whittaker
Director, Exmouth Court (Management) Ltd

Our Trust Mission:

Together we strive to provide exceptional care and support to people and their families, maintaining independence, creating special moments and fulfilling lives

Our Staff Values:

- **Positive Attitude**
- **Kindness and Respect**
- **Open and Honest**
- **Working together**
- **Passion and Joy**

Our Principles of Care:

- **Treating everyone as an individual**
- **Valuing you**
- **Caring and making a difference together**
- **Creating communities**
- **Respecting each other, treating everyone with dignity, kindness and compassion**
- **YOU are the heart of everything we do**
- **Home, Sweet, Home – together we make things better**
- **Being proud of who you are!**

INTRODUCTION

THE LANDLORD

**Amica Care Trust
Gatchell House
Gatchell Oaks
Trull
Taunton
Somerset
TA3 7EG**

Please note that the above address is also the address at which any notices may be served on the Freeholder (Landlord).

The property you occupy is held on a lease 99 years from 25th March 1984 for flats 1-22 and 125 years from 1 January 2004 for flats 23-39. Some of the leases have been extended. Your solicitor will be able to advise you regarding the length of your lease. You, as the lessee and the landlord are both bound by the terms of the lease and by relevant legislation. It may be that a relative is the lessee but that you live in the property. We endeavour to treat all residents as if they are lessees.

Your landlord has a legal obligation to insure, repair and renew the structural fabric of the building, including communal areas, and provide certain services. The lessees have the obligation to bear the reasonable costs of all such works and services.

THE MANAGEMENT COMPANY

Exmouth Court (Management) Limited has been appointed by your landlord to provide the management services set down in the lease and summarised in this information guide.

Exmouth Court (Management) Limited has its administration Office at:

Exmouth Court (Management) Ltd
Gatchell House
Gatchell Oaks
Trull
Taunton
Somerset
TA3 7EG
Tel: (01823) 270694
Fax: (01823) 323270
email: info@amicacare.co.uk

BUYING AN INDEPENDENT LIVING PROPERTY



We kindly request that you meet with the Independent Living Manager before you buy so that you are aware of the services offered and the commitments you will be entering into.

Ali Swaffield, your Independent Living Manager

If you are thinking of buying one of our Independent Living properties, there are a number of key points you should bear in mind:

- 1 You are strongly recommended to commission a private building survey prior to purchase
- 2 The development has a minimum age restriction of sixty years or older for properties numbered 1-22 and fifty-five years or older for properties numbered 23-39. Further details are available from Exmouth Court (Management) Ltd.'s Independent Living Manager at Exmouth Court
- 3 The Independent Living Manager is there to assist and can provide information on the services provided which are also listed in accordance with the Schedule of Services and Charges which are reviewed on an annual basis
- 4 You should satisfy yourself that you can afford to meet the payment of service charges, ground rent and other outgoings associated with living in an Independent living property. This guide helps to identify the costs you should expect
- 5 All prospective purchasers must attend an assessment with the Independent Living Manager prior to purchase.

EXMOUTH COURT COMMUNAL FACILITIES

Those allocated parts are open to all residents of the apartments. The communal rooms can be used for both impromptu and organised gatherings and will be available for private hire by residents on payment of a fee which will be credited to the Trusts accounts. When arranging an event, it is requested that as much advance notice as possible should be given to the Independent Living Manager.

The Independent Living Manager is responsible for the use of the communal rooms.



Lounge/Kitchenette

Available to all the residents on a daily basis, the lounge and kitchenette can be used for impromptu and organised gatherings and will be available for private hire by residents.



Guest Apartment

The guest apartment is an en-suite twin room, which is available for use Trust use or rent by the residents for their friends or relatives.



Laundry

There are two laundry facilities available. A rota system is in operation, which eliminates any queuing. Details will be discussed when you take up residency

The Communal Grounds at Exmouth Court

There are landscaped gardens for communal use and maintained for the quiet enjoyment of all the residents and their visitors. An external contractor visits the site throughout the week. Residents are welcome to tend to the area of garden outside their flat if they wish to.



EXMOUTH COURT INDEPENDENT LIVING MANAGER

The Independent Living Manager is a very important part of the community and is there to act as a reassuring presence, as the Exmouth Court (Management) Ltd representative on the spot and your friendly neighbour.

Your home will benefit from a 24-hour emergency call system as well as an Independent Living Manager whose hours are 09.00 – 14.15 Monday to Friday. Your emergency call system is in the form of a pendant worn either on the wrist or round the neck. You must check your pendant monthly to ensure that it is still working.

Primarily accountable to the Directors of Exmouth Court (Management) Ltd and responsible to the Facilities and Property Manager for the good management of Exmouth Court independent living accommodation in providing, high quality, efficient and effective services for the residents as required by the Trust's Memorandum and Articles of Association and in accordance with Trust policy.

EXMOUTH COURT MAINTENANCE OFFICER

The Maintenance Officer is responsible for the maintenance of the exterior paths, car park and communal areas of Exmouth Court and works in conjunction with the Independent Living Manager for the benefit, security and well-being of the residents of the Exmouth Court complex.

Rob, Your Maintenance Officer



Robs hours of work are Tuesdays 9-12 and Thursdays 1-4

QUESTIONS AND ANSWERS:

Do you have to be a certain age to live in Exmouth Court?

A. Yes you do. Apartments 1-22 are designed for anyone who is over 60 (or married to someone over 60) and apartments 23-39 are designed for anyone who is over 55 (or married to someone of 55). Ownership must comply with the age/disability restriction. Relevant disability is classified as a physical disability only, and does not include those with a mental disability. No other persons, including family members under the restricted age, (other than a spouse) are permitted to live in the property.

Do I own my own home?

A. Yes. Each property is sold on a long leasehold basis, 99 years from 25th March 1984 for flats 1-22 and 125 years from 1 January 2004 for flats 23-39 (Your solicitor will be able to tell you how long is left on your lease). It is your home, held as your own asset – and, of course, you are free to sell at any stage, at full market value so your capital is kept intact and you are able to enjoy the benefits of a continued investment property of your own.

Do I stay in control of my household bills?

A. You are responsible for paying your own utility bills, council tax and television licence fee as well as arranging your contents and personal belongings insurance. If you own a mobility scooter it is recommended that you take out specialist insurance for this vehicle.

Can I make alterations to my property?

A. Minor internal alterations and improvement can be made to your properties with the permission of the Trustees. Before work commences, a letter requesting permission must be addressed to the Trustees c/o Gatchell House, Trull, Taunton TA3 7EG. Once permission is granted, and the Trust has received the insurance details from your chosen qualified contractors, work can commence.

Will my home be looked after if I go away?

A. All properties are fitted with smoke detectors in the kitchen areas and smoke the lounge areas. You are kindly asked to inform the Independent Living Manager if you are going away

Will I be able to stay in my home as long as I choose?

A. Our aim is to provide accommodation for you as an active, independent person. We can provide general housekeeping needs for anything from cleaning to ironing. Our team is always available to lend a hand, be it for a few days or only on specific occasions. You're in complete control – and you'll only pay for the services you use.

Your home will benefit from a 24-hour emergency call system as well as an Independent Living Manager whose hours are 08.45 – 14.00 Monday to Friday. Your emergency call system is in the form of a pendant worn either on the wrist or round the neck. You must check your pendant monthly to ensure that it is still working.

Are there any social activities?

A. Residents can form their own Residents Association with an elected committee. From here, events and activities are planned. The communal areas are available for residents to use individually or for organised events, activities or groups.

Can I have Sky TV installed?

A. See your Independent Living Manager to discuss this.

What is the procedure if I decide to sell my property?

A. You will be able to sell it on the open market. You will need to tell your Independent Living Manager and give them the details of your estate agent. Any sale must take into account the criteria that qualify potential buyers as a resident such as age restrictions. On this development, there is an age restriction of sixty years for properties numbered 1-22 and fifty-five years for properties numbered 23-39 for purchasers/owners and residents. *More information is on page 34 of this document*

What Services are covered by the Service Charge Fee?

- Building insurance
- External upkeep of the building
- Regular clearing of footpaths
- Servicing the lifts
- Equipment purchasing and repairs to enable office administration
- Servicing of, emergency call system, door entry systems, and fire alarms
- Reserve Fund
- Window cleaning
- Independent Living Manager
- Maintenance Officer
- House Keeping for Communal Areas
- Maintenance of car parking area
- Heating and lighting in communal and external areas
- Management and Admin Charges
- Pest control

What is the Reserve (Sinking) Fund?

A. This is a reserve account used for larger expenses such as replacement windows.

Can I extend my lease?

A. Once you have owned your property for two years the Trust has no objection to you extending your lease by a further 90 years.

Is there a Residents Association?

A. No, although this is within the residents' rights. The current residents have chosen to have a resident's representative.

Are pets allowed?

A. Residents may keep a pet dog, cat or caged bird, subject to two conditions. Firstly, prior permission must be obtained in writing from Exmouth Court (Management) Ltd and you must agree to sign our Pets Policy Agreement. Please ask your Independent Living Manager if you require further information. Secondly, the pet must not cause a nuisance to neighbours, other residents or to the Trust. If such a nuisance occurs, Exmouth Court Management has the right to revoke the permission and ask you to remove the pet(s) from the complex.

Nuisance behaviour by a pet includes:

- Roaming and unattended animals – not included is one that may occasionally escape
- Pets fouling in communal areas which is not picked up immediately
- Excessive noise
- Unpleasant odour from pets
- Aggressive animals
- Fleas

Normally pets should not be taken into the communal rooms of Exmouth Court except guide or hearing dogs. Dogs must be kept on leads within the communal grounds and exercised off the development. Should your dog foul in the communal grounds, this must immediately be picked up and disposed of within your own household waste.

Please be aware that bird feeders are actively discouraged at Exmouth Court.

If you have any visitors who wish to bring pets with them to the complex, prior permission should be sought in writing beforehand.

Who is responsible for the redecoration of my property?

A. External decoration is the responsibility of Exmouth Court (Management) Ltd within a planned maintenance cycle. You are responsible for the internal decoration of your own properties

Can visitors stay in my property?

A. Yes they can, and we also have an en-suite guest apartment which is available for use or for rent by the Trust and residents of Exmouth Court for their friends or relatives. Details of charges, reservations and further information are available from the Independent Living Manager. The apartment is reserved on a first come first served basis.

Where do I put my rubbish?

A. There are various communal bin areas located on the estate for waste. All residents are expected to take their refuse to the bin area for collection. The local Council will require rubbish to be sorted for re-cycling. We would be grateful for your assistance with this. If you are unable to do this Exmouth Court (Management) Ltd offers a collection service at an additional charge.

It is clearly in everyone's interest that the bin areas are kept clean and tidy and we would be grateful for your co-operation in ensuring that this is the case and that any dropped litter is picked up and deposited in the bins.

Rubbish collection days will be as follows:

Type	Regularity	Day
General Waste	Weekly	Thursday
Recycling – Cardboard, plastic bottles, food waste etc.	Weekly	Thursday

The Independent Living Manager will publish any changes to the above.

Is there anywhere to park my car?

A. Car parking is on a first come first serve basis. We request that visitors do not leave their cars in the car park if they are not staying overnight.

Is there anywhere to store and recharge a mobility scooter?

A. A limited number of mobility vehicles may be parked in locations around the estate by arrangement with Exmouth Court (Management) Ltd. If you are considering purchasing a mobility vehicle, then you should liaise with the Independent Living Manager to check if there is an available space

Can I rent out my property?

A. You are permitted to rent this property to a relative (over the previously stipulated ages) on the understanding that once that relative no longer has need of the property it is sold. The tenancy agreement would contain similar restrictions, stipulations, covenants, conditions and provisions. We would require you to ask the Trusts permission.

Can I change the lock on my front door?

A. No. Not without the permission of Amica Care Trust. If you change your lock without our permission, we may not be able to assist you during an emergency. You may be charged for a replacement lock.

Can I smoke in my own property?

A. Yes as long as you are not putting yourself or your fellow tenants in danger.

SMOKING POLICY

The Trust has a policy of no smoking in the communal rooms and areas of Exmouth Court. Smoking is also not permitted in the communal gardens

SECURITY

Security is vital to any development and to help protect yourself and the interests of other Residents, you should observe a few simple rules:

- Secure entrance doors after use
- Do not give access to anyone appearing to be waiting for admission, always ask
- Do not allow any visitor in just because they look respectable or friendly. If in doubt, leave the caller outside and speak to your Independent Living Manager or Maintenance Officer.
- Always ask “official” visitors for their identity pass.
- Do not keep name tags or address labels on your keys, a telephone number should suffice.
- Use the door entry security system: it is there for your protection.
- Fire doors labelled as emergency exits and not in normal everyday use should only be used in an emergency.
- We would advise you not to leave ground floor windows or doors open at night or when you are out.
- If you do not recognise a caller on the door entry system, do not let them in.

It is crucial for your own security and that of others that you only allow access to personally known visitors.

YOUR RESPONSIBILITIES AS A RESIDENT

As a home owner, you will be responsible for items such as the internal decoration, maintenance, repair and cleaning. In order to ensure the safety and comfort of other residents, some simple guidelines should be followed. Most are obvious, such as respecting the privacy of your fellow residents and keeping noise to a reasonable level, but others need further explanation. We want you to enjoy living in your property and to help others to achieve the same by not causing annoyance through obnoxious smells, unsocial behaviour, unruly pets or other similar activities.

CARELINE EMERGENCY CALL SYSTEM

This is an important feature and enables you to summon help in the event of an emergency. This is a 24-hour emergency call system activated by a pendant, a personal alarm worn around your neck or wrist. The Careline is managed by Home Safeguard from East Devon District Council. You are advised to test your pendant at least once a month. *(Please look after your pendant as you will need to replace it at your own cost should it become damaged or misplaced).*

A spare key to your property must be left in the care of the Independent Living Manager

IN THE EVENT OF A FIRE

Smoke Detectors

All the properties are fitted with heat detectors in the kitchen areas and smoke detectors in the lounge areas.

Your home was designed and built in accordance with the prevailing Building Regulations and other requirements relating to fire confinement and safe evacuation.

All fire control equipment is regularly tested and serviced by a specialist contractor. We also commission a risk assessment annually. The policy at Exmouth Court is a “**stay put**” policy if the fire is not originating in your property, this is to allow the Fire Service to evacuate in a safe and controlled manner should it become necessary. The stairs must be kept unobstructed to allow the Fire Service ready access to apartments and residents; therefore, it is vitally important not to investigate the source of the fire if it is not in your property. **You must not use the lift.**

If the fire is in your own apartment then you must come out, shut the door and make your way down the stairs only as **the lift should not be used in this event**, immediately proceed to the fire assembly point at the front of **the Administration Office at the top of the car park**. The alarm will sound alerting fellow residents. The apartments have fire doors that protect against fire for up to 60 minutes. To reduce the risk of a fire inside your property we strongly recommend having your

electrical goods PAT tested. Please see your Independent Living Manager for information on how to organise for your goods to be tested.

ABSENCE FROM EXMOUTH COURT

If you leave your development for any length of time, say overnight, you should notify your Independent Living Manager. Not only will this save time and worry in the event of an emergency, but it will also stop unnecessary worry on the part of the Independent Living Manager if your presence is missed. Please ensure that all taps and electrical items are switched off/unplugged as appropriate. It is the resident's responsibility to ensure the Independent Living Manager has a spare set of keys to be kept locked in her office for use in an emergency.

DOOR ENTRY SYSTEM

A door entry unit is provided in all apartments, which will enable you to speak with visitors who are waiting at the entrance door. Should you be happy with their identity, you have the facility to allow them entry into the entrance hall by operating the door entry system from your flat.

It is crucial for your own security and that of others that you only allow access to personally known visitors.

LIFTS

There is a lift in the new block at Exmouth Court (flats 23 -39). The lift is designed to accommodate passengers and for general transportation of furniture and effects for resident's assistance. Please do not overload the lifts above its recommended weight.

INSURANCE

The development is fully insured by the Landlord on behalf of all residents. Insurance covers the building for fire and accidental damage including decorations and any fittings or furnishings within the communal areas. The kitchen and bathroom within the accommodation will be insured under Amica Care Trust's commercial all risks policy. However, should the Tenant be found negligent for any damage caused, be it flood or fire as a result of negligence or malicious damage, Amica Care Trust has the right to pass the cost on to the Tenant, subject to contractual Terms and Conditions. Please bear in mind that certain measures have to be taken if your home is to be unoccupied for a period of time.

To protect residents from claims which may arise from accidents occurring to fellow residents or visitors in the communal areas or grounds there is also a public liability policy. Where a lift is fitted there is additional insurance which also covers public liability. Injury to your Independent Living Manager or Maintenance Officer is covered by an Employer's Liability Policy, and a Professional Indemnity Policy is also maintained.

A copy of the Buildings Insurance Policy is available to all residents or Residents' Associations on request from the Independent Living Manager.

As indicated above household contents insurance is not covered within the service charge. It is therefore strongly recommended that you make your own arrangements for the insurance protection of personal valuables and the furniture and contents of your home to the full replacement value. We also recommend that you take out personal liability insurance if you own a mobility scooter.

MONEY MATTERS

SERVICE CHARGE: 25 March 2021 – 24 March 2022

Properties 1-22

	2020-21	2021-22
1 bed	£1,974.92	£2,150.13
Large 1 bed (square footage as 2 bed	£2,136.98	£2,326.57
2 bed	£2,136.98	£2,326.57

£10.00 ground rent for the same period. (£0.00 for the ground rent if the property has a lease extension)

Properties 23 – 39

	2020-21	2021 - 22
2 bed	£2,136.98	£2,326.57

£200 ground rent for the same period. (£0.00 for the ground rent if the property a lease extension)

The service charge is the amount you pay for the upkeep of the fabric of the building and the cost of services provided in accordance with the terms of your lease. In more detail, the usual costs incurred, which make up your service charge are:

Independent Living Manager and Maintenance Officer - Costs:

- Salary
- Employers National Insurance Contributions
- Pension Contributions
- Working Uniforms, tools, training etc.,
- Telephone, line rental and business calls.

Emergency Alarm system costs, including:

- Monitoring charge/ Maintenance/ Contract

Maintenance and running costs of common parts:

- Cleaning of communal parts (labour and materials)
- Redecoration of internal and external communal areas
- Maintenance of paths and grounds (labour and materials)
- Window cleaning of communal rooms and exterior of apartment windows
- Lighting, power and heating
- Light bulbs and sundries
- Provision and maintenance of equipment in communal rooms.
- Water and sewerage charges on behalf of the water authorities (Where applicable)
- Pest Control

Maintenance Contracts, including:

- Lifts – 3 Storey Block
- Stairlift
- Emergency lighting
- Fire prevention equipment
- Door entry system and emergency call systems
- Communal TV, internet and other data/media equipment

Insurance, including:

- Buildings
- Communal equipment including furniture, carpets etc.
- Lift (engineering)
- Public and Employer's Liability
- Professional Indemnity
(As previously stated, the insurance does not cover the contents of your own home)

Maintenance Reserve

The development has a maintenance reserve to finance longer-term repairs, renewals and minor improvements.

The recommended value of the fund is assessed by calculating the cost and lifespan of items which may need major repair or renewal in the foreseeable future.

You are required to contribute to the fund as part of your service charge according to the terms of your lease.

It is the Trust's policy to obtain 3 quotes from contractors before agreeing to hire. These quotes are available to view on your notice board for two weeks.

Provision will be made in the fund for items of which the following are examples:

- Maintenance of the structure and fabric of the buildings
- Resurfacing of roads/car parks
- Renewal and maintenance of communal window frames
- Replacement of communal internal and external light fittings
- Renewal of fencing and gates
- Replacement of communal heaters
- Renewal of roof coverings and recovering of asphalt areas
- Replacement or renewal of such items as:
 - alarm systems
 - entry systems

- lifts
- TV aerials
- Telephone and broadband cabling
- communal carpeting, furniture and fittings
- emergency lighting
- refuse equipment
- gardening equipment
- cleaning equipment
- maintenance and upkeep/replacement of all communal fixtures and fittings.

All Maintenance Reserve monies are held in trust for the residents of the development. Any interest earned, net of tax, is credited to the fund.

Income

Charges for private bookings of the Exmouth Court communal rooms will be credited to Amica Care Trust

Miscellaneous Charges

All other costs which are covered by the terms of your lease.

Audit Fee

This is payable to independent qualified accountants to audit the development accounts and to ensure that all monies are dealt with correctly.

Ground Rent

Ground rent is collected by Exmouth Court (Management) Ltd on behalf of the Landlord in accordance with the terms of the lease. The ground rent for apartments 1-22 remain the same for the whole term. For apartments 23- 30, the rent will increase every 15th Anniversary from the initial rent date of January 2004. This is based on an RPI calculation. (the decision was made to not increase this rent in 2019)

Personal Costs

You are responsible for the payment of the following items in respect of your own property:

- Internal decoration, repairs and maintenance
- Electricity
- Gas heating (where installed)
- Television Licence
- Council Tax
- Telephone and internet charges

- Contents Insurance
- Internal window cleaning
- Charges for false call-out to intruder alarms, where installed
- Water and sewerage costs

THE BUDGET

How does Exmouth Court (Management) Ltd calculate the service charges?

The service charge budget will be based wherever possible, on actual expenditure in the previous periods taking into account any inflationary increases or allowance for planned expenditure.

Many costs in the service charge are beyond our control - e.g. the level of any future increases in the cost of gas, electricity, VAT etc. - so we can only anticipate any rises or reductions that may occur.

Before the end of the financial year, a draft budget is prepared of the estimated service charges for the next financial year. This draft budget will be the subject of consultation with the residents' or the Residents' Association, where one exists in order that any representations may be considered prior to the budget being finalised.

Invoicing the Service Charge

The budgeted costs for the development are divided amongst the Lessees, in accordance with the terms of the lease. If you live in a one-bedroom apartment, your share may be smaller than for someone occupying a two-bedroom apartment.

You will receive demands for service charges in accordance with the terms of your lease. Demands will generally be annually in advance. Ground rent is payable at the same frequency.

It is requested that payment of the Service Charge should be by Direct Debit. A mandate for completion will be supplied

Audited Accounts

When the financial year has ended and the invoices have been received, an account for income and expenditure is prepared. The accounts are then audited by a firm of independent chartered accountants. Your own copy of the audited accounts will be forwarded within ten months of the end of the financial year and a formal meeting will be held to brief residents on the accounts. The residents are invited to inspect the file containing all invoices and receipts. Advanced notice is required.

At the year-end there may be a surplus or a deficit in the annual accounts. Treatment of this deficit or surplus may vary according to the lease. An adjustment may be made in your next service

charge invoice or by way of a separate invoice. In some circumstances, a credit or debit may be made against the Maintenance Reserve.

Those of you who are used to electric or gas budget accounts will be familiar with the regular identical payments with a once a year "settling up" of the accounts. The Exmouth Court (Management) Ltd budget for your development is based on the same principle.

Bank Accounts

Monies paid in advance for the Exmouth Court service charges are deposited into an account under the name of Exmouth Court (Management) Ltd.

Any interest earned from the account is credited to the account.

COMMUNICATING WITH EXMOUTH COURT (MANAGEMENT) LTD

Procedures

In the first instance we ask you to speak to your Independent Living Manager. Your Independent Living Manager will speak with the relevant person if they cannot answer your query themselves.

You can write to us at Gatchell House. Exmouth Court (Management) Ltd will aim to reply to your letter in full within seven working days of receipt. However, if the queries raised are complex or involve a lot of research, it may take longer to deal with the matter. In such cases, we will acknowledge your letter and give you a response, which will not be longer than twenty-eight days.

In some cases, it may be sensible for the Independent Living Manager to visit you to discuss the contents of your letter. We may therefore arrange this by prior appointment with you.

You can also telephone Gatchell House during normal office hours, 9.00 to 5.00pm, Monday to Thursday. 9.00 – 4.00pm on Fridays. For emergencies, out of normal office hours use your helpline system.

Maintenance and Repairs

Exmouth Court (Management) Ltd is responsible for the maintenance and repair of the structure and communal areas of the site. To report a problem, please speak to your Independent Living Manager or the Maintenance Officer.

Consultation

Exmouth Court (Management) Ltd accepts its responsibility to consult with Residents on the services it provides, whilst fulfilling its obligations under the terms of the lease.

- We hold up to two general meetings with residents a year to discuss budgets, accounts and wider policies and procedures. We consult on the quality of services provided
- In addition, we will consult on any matter which is likely to have a significant effect on the quality of services, level of service charges or which will otherwise significantly affect some or all Residents.

Code of Practice

Exmouth Court (Management) Ltd honours the Code of Practice of the Association of Retirement Housing Managers (ARHM), which is endorsed by the Government. We also abide by the National House Building Council's Sheltered Housing Code.

Copies of these Codes are available on loan to Residents on request from your Independent Living Manager or can be accessed on the internet.

Residents' Complaints Procedure

Exmouth Court (Management) Ltd aims to give good service to Residents in a polite, fair and efficient way. However, we recognise that things can occasionally go wrong. When this happens, we want you to tell us, so that we can improve our future performance. We are always receptive to new ideas.

Here is what we advise should be done if you have a complaint:

Stage One

We encourage all Residents to speak in the first instance to their Independent Living Manager as we know most complaints can be dealt with on a "face to face" basis. The Independent Living Manager may need to speak to their line manager before an answer can be given. We aim to provide a response to your complaint within 28 working days of you making it.

Stage Two

If you are still not satisfied your complaint has been dealt with properly, you should write to The Director of the Management Company at Gatchell House. A response will be given within seven working days of receipt of your letter.

Building Defects

Please note that defects within your property should be resolved through the Exmouth Court (Management) Ltd Residents' Complaints Procedure.

Your Legal Rights

All residents have legal rights with regard to service charges, consultation and provision of information. If you are not sure of your legal rights, Exmouth Court (Management) Ltd is happy to supply information which explains them.

What if there is still a dispute?

If you have pursued a complaint through the above procedures and are still unhappy, the following information may be helpful:

Advice for Retirement Housing

You may write or speak to The Leasehold Advisory Service. Please ask your Independent Living Manager for further information.

Address:
Fleetbank House
2-6 Salisbury Square
LONDON
EX4Y 8JX

You may book a pre-arranged telephone call on-line or on 020 7832 2500

www.lease-advice.org

Alternatively you can contact the following on the internet: Housing Ombudsman – gov.uk

YOUR LEGAL RIGHT AS A LEASEHOLDER

(for Lessees of Independent Living Properties)

This section sets out your legal rights as a leaseholder, principally those relating to service charges. If you occupy your home but someone else owns the lease (perhaps someone else in your family), it is they who have the legal rights. However, Exmouth Court (Management) Ltd have agreed to give the same information to occupiers to participate in the same way as owner's subject to the formal ratification and authorisation of the Landlord in writing. Please note this is for general guidance only and you must rely on the legal advice of your own legal advisers.

Residents' Associations

You and your fellow lessees have the right to form a Residents' Association. The law gives greater consultation rights to recognised Residents' Associations than to individual Lessees with regard to certain issues.

A Residents' Association may be recognised by the Trust and consulted on matters such as expenditure on major repairs. There are government guidelines covering the criteria for use when deciding whether to recognise a Residents' Association. Generally, the Association's members should represent at least 60% of the homes in the development, have a constitution and properly elected officials.

Service Charge

Exmouth Court (Management) Ltd provides a range of services for which you pay through a service charge. There may be other additional periodic charges which you will be requested to pay.

The law defines a service charge as any amount payable in addition to ground rent, or as part of that rent, in respect of services, repairs, maintenance, insurance or management costs and which varies according to the changes in costs in respect of these matters. It does not matter whether the charge is made as part of the rent or in any other fashion. The law controls the way in which service charges are raised and how they must be used.

A service charge can only be demanded for the items which are specified in the lease.

A Maintenance Reserve to finance long-term repairs, renewals and improvements will be raised by periodic contributions from Lessees.

Protection of money paid for services

Any money which you pay in advance as a service charge is protected in law as the Management company has to hold money “on trust”. This means that the management company can only spend the money for the purposes for which it was collected – any misappropriation is a breach of trust. Further, if the management company becomes insolvent the money held in trust is safe from other creditors. (This legally implied trust prevails over terms of a lease which are inconsistent with it.) In practice, any money paid by residents as service charges should be kept in a separate bank account in trust for those contributing to it and any interest received on the account should be credited for the benefit of them after tax due is deducted.

Reasonableness of Service Charges

Service charges need only be paid if they are “reasonable” and only if the works or services provided are of a “reasonable” standard.

A Leasehold Valuation Tribunal can be asked to determine what is “reasonable”. Legal action should only be taken as a last resort after Residents have sought to challenge the service charge in a meeting with the Management Company.

Lessees may use this right to ask the Leasehold Valuation Tribunal to decide whether:

- Costs incurred for services, repairs, maintenance, insurance or management were reasonably incurred
- Services or works for which costs were incurred are of a reasonable standard
- A request for an advance payment prior to costs being incurred is reasonable and what amount payable before costs are incurred is reasonable
- Costs which are proposed to be incurred for services, repairs, maintenance, insurance or management would be reasonable
- Services to be provided or works to be carried out to a particular specification would be of a reasonable standard
- Services to be provided or works to be carried out to a particular specification would be of a reasonable standard

Getting Information about Expenditure on Services

If you want to question or challenge service charges, you have the right to obtain details of costs of services and charges and to inspect and take copies of accounts and receipts.

Lessees have the right to demand from their Management Company:

A summary of the costs of services provided for the last accounts period split into:

- Costs for which the Management company has not yet received an invoice
- Costs for which the Management company has received an invoice but has not yet paid
- Costs for which the Management company has paid the bill

The first two categories should make you aware of likely future costs and so prevent the Management Company later presenting unexpected bills for costs incurred in previous years.

The summary of costs should show:

- how the costs are reflected in the service charge
- the total amount of money received from Lessees on account and the amount still standing in credit to Residents
- be signed by a qualified accountant who is not a partner or employee of the landlord or management organisation

If you need more details, you have the right to ask for an inspection of all accounts, receipts and documents relating to the summary of costs of services you received and to make copies, for which a reasonable charge may be made.

You can refuse to pay the cost of any service incurred more than eighteen months before any demand for payment was made, unless the Management company had already notified you in writing that the costs had been incurred and that residents would be expected to pay.

Insurance

Where the Landlord arranges some insurance as part of the service charge on behalf of lessees, the costs must be “reasonable” as with any other service costs. Any lessee or a recognised resident’s association can also request details of the insurance policy from the landlord.

Within one month of the request, the landlord must supply a copy of the policy, or a summary, and must state the amount insured and the name of the insured.

Lessees who have asked for details of the policy have a further right to inspect the policy and a receipt of proof of payment of the premium. Residents have the right to take copies for which the landlord may make a reasonable charge.

Finally, lessees have the right to notify the landlord’s insurers of a possible claim up to six months after the event which has led to the claim, even if there is a shorter time limit for making claims on the policy. This does not mean that a resident may make a claim on a policy, but it does mean that the claim would not fail because the Landlord has failed to notify the insurers in time.

Where, however, a lease requires the lessee to insure the dwelling with an insurance office nominated by the landlord and the insurance available from that office is unsatisfactory in any way, or the premium is excessive, the Leasehold Valuation Tribunal has the power to deal with the problem.

Major Repair Work

Lessees have the right to be consulted by the landlord before major repair works are carried out.

A landlord must get at least two estimates for major works, one of which should be from a contractor wholly unconnected with him.

A notice accompanied by copies of the estimates should be sent by the Landlord EITHER to all lessees OR displayed in a prominent place which will bring it to the attention of all Lessees.

You have one month from receipt of the notice to make comments and the landlord must take account of them.

If lessees are not consulted about the cost of major repair works then they have the right to refuse to pay part of those costs.

Recognised Residents’ Associations have greater rights in law to be consulted than individual lessees. If a landlord wishes to carry out major repair works he must send to the Secretary of the Residents’ Association a specification of the proposed works and allow a reasonable time for the Secretary to prepare names of contractors from whom he should obtain estimates. A copy of any estimates received must be sent to the Secretary. In addition, the landlord must supply to all lessees who are members of the Residents Association, a notice describing the works and either a

copy of the estimates or a summary of the estimates and inform the lessees that they have a right to inspect the specification and estimates free of charge.

Your rights if the landlord fails in his obligations to carry out repairs

If a Landlord has seriously or consistently failed in his obligations to carry out repairs, any Lessee has the right to ask a County Court to issue an order compelling the Landlord to do the repair.

Legal costs

If Lessees do go to Court or to a Leasehold Valuation Tribunal or the Lands Tribunal because they are unable to reach agreement with their Landlord about a service or a service charge and the Lessees win, the law may prevent the Landlord from re-charging his legal costs to the Residents.

Right to a management audit

Lessees (the majority required is usually two-thirds) can have an audit carried out by a qualified accountant or surveyor of the way in which the Landlord is managing the estate. Lessees who want the audit must pay for it and there is no power to recover these costs from the Landlord. The audit does not give any power of redress.

Right to appoint a surveyor

A recognised Residents Association can appoint a qualified surveyor to advise on any service charge matter. The surveyor has rights to inspect documents and to have access to premises.

Right to appoint a manager

If the landlord or his managing agent persistently fails to meet his obligations, then lessees of flats have the right to apply to the Leasehold Valuation Tribunal for an order to appoint another Manager (or a Receiver if the landlord is insolvent). However, lessees should serve notice on the landlord, prior to going to tribunal, stating what is wrong and giving the landlord reasonable time to put things right.

There are three grounds upon which a Leasehold Valuation Tribunal may decide to appoint a different Manager:

- 1 the landlord is in breach of his obligations to the resident or residents under the lease
- 2 unreasonable service charges have been made or are proposed as likely to be made
- 3 the landlord has failed to comply with the relevant provision of an appropriate Code of Practice for the management of residential premises

In all cases the Leasehold Valuation Tribunal must also be satisfied that it is just and convenient to appoint a new manager in all the circumstances of the case.

In extreme cases, where the Landlord has consistently failed to meet his obligations, and the appointment of another Manager would not be a sufficient remedy, a court may order the compulsory transfer of the landlord's interest to someone else acceptable to the lessees.

In deciding if a landlord has failed to carry out his obligations, or in the case of any dispute, the court or tribunal will pay attention to any Code of Practice approved by the government.

The Code of Practice of the Association of Retirement Housing Managers applies to leasehold retirement housing and is the relevant Code of Practice for these purposes.

Your rights to information about your landlord

Your Landlord is:
Amica Care Trust
Gatchell House
Gatchell Oaks
Trull
Taunton
Somerset
TA3 7EG

Tel: 01823 270694

If there is a change of landlord, then the new landlord must inform Lessees of his name and address and of any rights the lessees have following a transfer of the freehold (see next section).

Your rights of first refusal upon transfer of freehold

If a landlord proposes to sell the freehold interest in any or all of the apartments, then he must notify lessees. It is a criminal offence for a landlord not to comply with the relevant legislation. Lessees have the right to first refusal to purchase the freehold. What this means is lessees collectively can buy the freehold at the same price which the freeholder would sell to another party. At least 51% of lessees have to support the wish to buy.

Your rights to purchase the freehold

The Leasehold Reform Housing and Urban Development Act 1993 introduced the right of collective enfranchisement for private sector tenants holding long leases, enabling them through nominees to buy the (collective) freehold of their block of flats.

Extending Your Lease

Lease laws allow lessees to extend their leases by 90 years. As long as you have owned the lease for two years, Amica Care Trust has absolutely no objection to your lease being extended.

Management Organisations when acting as Managers for a Landlord

The landlord must, if requested by the Residents' Association, put in writing the duties of an existing management organisation and give the Association a reasonable period in which to comment on the organisation's performance.

Before the appointment of a new management organisation, the landlord must advise the Residents' Association of the organisation's name, address and its proposed duties. The Association has at least one month to comment.

In both cases the Landlord must take the Residents' Association's comments into account.

Payment of Ground Rent and Service Charge

The lease will give the landlord power to take legal action if ground rent and service charges are not paid. The landlord cannot bring the lease to an end for non-payment of service charge, unless either the lessee has agreed the amount due, or the Court or Leasehold Valuation Tribunal has decided how much is due.

Nuisance

The lease contains prohibitions on making nuisances. The word "nuisance" has a special legal meaning – it relates to unacceptable conduct on a lessee's part that results in the physical deterioration (apart from fair wear and tear) of another lessee's dwelling, or to the common parts of the development, or to unreasonable conduct that severely affects other people's use and enjoyment of their homes – for example, making loud and persistent noise(s) late at night over a period of time. Where such a "nuisance" occurs or where rent or service charges are not paid, it is normal for the landlord to have a power written into the lease to bring it to an end prematurely. However, a lessee cannot be deprived of his/her home without special Court procedures being followed and it is extremely unusual for a court to bring a lessee's possession to an end unless that person has wilfully broken the promises made in their lease and has made no effort to amend the situation.

Legal Priority

This document is for information only and the legal rights which actually apply in a particular case will depend on the terms of the individual lease in the contents of the general law which applies. Residents/purchasers should obtain independent legal advice.

YOUR LEASE

Your solicitor will be able to advise you on the precise terms and effect of the Lease in respect of your property. These notes are provided only for the purpose of helping you to understand your lease and to draw your attention to some of the more important points. Leases will vary from development to development and this summary cannot cover all of them.

The Term

Your title is leasehold and the full term of the lease is 99 years for apartments 1-22 from 1984 and 125 years for apartments 23-39 from 2004. If you have bought your home since the lease was first granted, the term remaining will have been reduced.

Ground Rent

The Ground rent for apartments 1-22 is £10 per year. For apartments 23-39 £200 per year. The rent is paid annually by Direct Debit. If you have extended your lease then the ground rent is reduced to a 'peppercorn' rent which in practice means this has been reduced to zero.

Charges for Management Services

As management agent for the landlord, Exmouth Court (Management) Ltd charges a fee for its services.

Maintenance Reserve

The lease contains provisions for a Maintenance Reserve to be built up to meet major items of repair, replacement or renewal.

Contributions to the fund are collected each year through the service charge.

In the event that the maintenance reserve becomes much larger than seems likely to be required, the landlord can apply part of it to the discharge or reduction of the service charge. Conversely, if the contingency fund appears to be inadequate to cover likely capital expenditure, the landlord can add to the contingency fund through the service charge provisions. In either event, the landlord will endeavour to exercise such a right in accordance with the principles of good estate management.

Rights and Easements

Your property is sold with the benefit of rights and easements normally set out in a schedule in the lease. Similar rights are reserved for the benefit of the owners of other apartments as set out in the same schedule. The grant and reservation of rights is an essential feature of a leasehold

development because of the various communal facilities and the extent to which rights necessarily overlap.

Your attention is drawn in particular to the right to use the access road, the forecourt and the various passages, landings and staircases leading to your apartment and the lift, if appropriate. You also have the right to use the paths on the estate.

You have a right to use the Communal areas in Exmouth Court and other facilities as made available from time to time. Their use is subject to any directions from the Independent Living Manager or any regulations about them issued by the Trust.

Your covenants with the landlord

The covenants you enter into with the landlord comprise the main obligations which govern occupancy of the apartment. They cover the obligation to pay the rent and service charge, the usual council tax, water and sewerage charges, to repair the apartment, to decorate it, etc. These covenants need to be read in conjunction with the restrictions set out in the lease and any further rules and regulations made by the Landlord.

Resale conditions

You are not allowed to divide possession of the apartment by assignment, underletting or part with possession of part of the apartment. Subject to that, you may assign, underlet or part with possession of the whole of the apartment, subject to any age restrictions set out in the lease and subject to the landlord's consent. The age limits are in accordance with the requirements of the local planning authority and include disabled persons. If those age limit requirements are not complied with, there would not only be a breach of the terms of the lease but probably also of the planning requirements. You must notify your Independent Living Manager that you are selling and provide your estate agents details.

The landlord's covenants

These include the important obligation to maintain, repair, decorate and keep clean, lit and tidy all the common facilities.

Development rules and regulations

These are normally set out in Schedule 7 to the lease and may be added to from time to time. Residents are required to comply with such further rules and regulations as the landlord shall reasonably make for the good management of the estate and the benefit of the residents as a whole.

The normal rules and regulations which apply are: -

- No noise audible outside dwellings between 11.00pm and 7.00am
- No washing or banners to be hung outside
- No window boxes
- No signs or placards, including estate agent's boards, are to be displayed on or in any window or any other part of the site.
- Not to shake mats out of the window
- Not to keep a pet, without the permission of the Landlord.
- Not to re decorate the exterior of the property
- Not to erect any external radio aerial or satellite dish
- Not to alter the structure and services of the apartment without the written consent of the Freeholder.
- Not to keep firearms or other dangerous weapons
- Not to keep any paraffin or bottled gas heater or other inflammable liquids
- Not to obstruct common areas

SELLING YOUR HOME

Your home is designed as part of a retirement community so there are some restrictions on selling. However, your lease has been drawn up to allow you to sell with as few restrictions as possible.

- You can sell your home on the open market
- You can instruct local estate agents although no advertising board may be displayed
- You must notify Exmouth Court (Management) Ltd (Your Independent Living Manager) that you are selling and provide your estate agent details. You can instruct local estate agents although no advertising board may be displayed.
- There is an age restriction for purchasers and residents of this development or those with a relevant disability. Relevant disability is classified as a physical disability only and does not include those with a mental disability. A minimum age restriction of sixty years for properties numbered 1-22 and fifty-five years for properties numbered 23-39.
- The Independent Living Manager may keep a list of interested prospective purchasers
- There is a 1.5% selling fee payable to the Trust on the sale of your property

EXMOUTH COURT (MANAGEMENT) LTD CHARTER TO RESIDENTS

Exmouth Court (Management) Ltd seeks to provide the residents with services of the highest quality. Our employees are encouraged to work towards an improved service

- Residents are treated with respect and dignity
- We promote equality of treatment for all
- We ensure our services are easily accessible and available
- We avoid “red tape” and use plain English in all our dealings with residents
- We do not keep people waiting without an explanation
- We introduce ourselves by name when we answer the telephone or meet residents
- We ask for and take account of residents’ views of our services
- We ensure complaints are followed through
- We take seriously any complaint made about our service and inform the complainant of the outcome
- We admit when we have made a mistake and do our best to put things right

THE DIRECTORS OF EXMOUTH COURT (MANAGEMENT) LTD ARE:

Keren Wilkinson, Chief Executive Officer, John Whittaker, Chair of the Trustees and Mary Solway, Resident Exmouth Court

TRUSTEES

JOHN WHITTAKER -CHAIR



Following retirement in 2015, John took on roles in a number of charitable and professional organisations. He was appointed as a Trustee of Amica (then SRT) in 2016 and became Chair of Trustees the following year. His professional background was as a Chartered Town Planner. He worked across the UK and internationally as a Managing Director and Operations Board member of a multidiscipline environmental consultancy.

ADAM RAWICZ VICE CHAIR



Recently retired, Adam had a long career in Electronics Product Development and Manufacturing. On retirement, Adam was Managing Director of a Division of TDK Corporation of Japan, Adam's responsibilities included a network of sales offices across Europe and Israel, a factory in the UK and a factory in Israel.

JURAI DARONGKAMAS



Jurai has worked in the NHS for over 30 years including as Consultant Clinical Psychologist with Divisional Strategic Responsibilities in a large Midlands Trust. She is also Director of a non-nhs private clinical psychology service. An Associate Fellow, British Psychological Society (AFBPS), Specialist in Psychotherapy, Former: Chair W. Mids (DCP, BPS); Director of a Postgraduate Psychological Therapy course; Trust Governor and; Lead in an NHS Trust for people with complex difficulties.

JIM BAKER



Jim spent his working career in Television as a Broadcasting Engineer, Manager and a Television Lighting Director. He is a Fellow of the Institution of Incorporated Engineers. Since retiring, he has been actively involved with fundraising and has been Chair of Governors for a school in Taunton, Somerset



VANDA CROW



Vanda worked in the NHS for 43 years within Community Nursing roles and safeguarding. She also has experience of working as a nurse consultant within care homes. Currently Chair of the Somerset branch of the Royal College of Nursing, a parish councillor, a member of Villages Together and a Trustee for Dementia Alliance for Sedgemoor.

ALAN LADD



Alan's long career was in the manufacturing industry, and on retirement, he was the Operations Director of Westland Helicopters Ltd in Somerset. Since retirement he has been a Trustee and Chair of the Westland's Pension Scheme and Taunton Heritage Trust. He has also been significantly involved in a number of local community projects.

GRAHAM BRISCOE



Since retiring in 2005 from a career in management with Sun Alliance, Graham has been involved in further education, housing associations non-executive directorships and charity appointments. Graham is also Chair of the Trustees for a charity supporting disadvantaged young people and families in the South-East.

SIMON CORRICK



Somerset born, Simon started working for the NHS after graduating from Exeter University. After 34 years he returned to Somerset where he worked as Project Director for 5 new Community Hospitals. He continues a voluntary role as mentor to NHS project managers and is a member of Somerset County Cricket club and a fan of Bath Rugby. Simon enjoys keeping fit, walking and spending time with his family and pets.

AMICA CARE TRUST

AND

EXMOUTH COURT (MANAGEMENT) LTD

ADMINISTRATION OFFICE

IS AT

GATCHELL HOUSE
GATCHELL OAKS
TRULL
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TA3 7EG

TEL: (01823) 270694
FAX: (01823) 323270
email: info@amicacare.co.uk

Please Note: This Information Guide is an important reference document and should be retained in a safe place. It relates to those Independent Living complexes where Amica Care Trust is the Landlord and Exmouth Court (Management) Ltd is the managing company. It is for information only and applies to properties in England and Wales and does not purport to be a comprehensive statement of law. No liability can be accepted by Exmouth Court (Management) Ltd for itself or on behalf of any Landlord for which it acts as agent, for any errors or omissions or for any loss or damage sustained by anyone acting in reliance on this document. Purchasers must rely solely on the advice of their own legal advisers. (Produced January 2019)