

# Linstone Chine

**Management Company Limited  
&  
Holiday Services Limited**

## **MEMBERS GUIDE**

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# MEMBERS GUIDE

## INTRODUCTION

### ***Linstone Chine Management Company Ltd***

Welcome to Brambles Chine and Cliff End as a freehold bungalow owner and member of Linstone Chine Management Company Limited. This guide is designed to answer as many questions as possible on the rights and responsibilities of company members, the management and the Board of Directors, [and to give you an insight into the history and current position of the company].

The company is registered at Companies House as a non-profit making Private Limited Company, limited by Guarantee. The Memorandum and Articles of Association, which detail how the company operates, and previous year's published accounts are available for examination on request in the on site office.

The management company provides or procures all the basic services of the site, such as collection of Service Charges, electricity and water invoices and oversight of special projects and site maintenance, as agreed by its members.

Extra optional services are provided through a subsidiary company, with overlapping directorships, **Linstone Chine Holiday Services Ltd**. Charges for extra services are kept to a competitive minimum, and the profit made is used to maintain a low service charge for all members or to finance projects not covered within the service charge.

The company was founded in 1984 to bring a satisfactory resolution to a chequered history of previous ownerships since the development of the present holiday village from about 1975, thus putting it on a sound footing for the benefit of the owners of the bungalows as members of the company by sharing in the freehold of the site. The management of the company has been progressively developed under successive directors and managers and can now claim to have resolved most of the problems it inherited.

As your solicitor will have advised, you own the freehold of your bungalow, and the land on which it stands, to which is attached a number of covenants and responsibilities, and through the management company, an equal share of the site, roads, fields and open spaces.

There can be between two and nine elected directors, all bungalow owners, who have different roles to play in the running of the site. The company employs office staff to deal with day-to-day activities together with a member of ground staff. These employees report to the Board. Thus the future of the company, and the enjoyment of the holiday village are firmly in the hands of the members.

Members elect the voluntary Board of Directors at an AGM, in accordance with the articles of association, in the spring of each year from their membership, and the aim is to allow the companies to benefit from valuable specialist advice gained by the directors through their varied professional experience.

1/3<sup>rd</sup> of the directors must retire in rotation each year, and become eligible for re-election. During the year, if a post becomes vacant or additional expertise is required the board can co-opt new directors who volunteer prior to election at the next AGM. Regular twice yearly meetings of members give everyone the opportunity to take part in the ongoing debate about the best way forward for the company, and the directors' welcome input from individual members who are concerned about issues on the site.

Approaches should be made initially to our office staff or via the directors' email account or through a letter addressed to the directors c/o of the site's office. If matters are not resolved through correspondence the member can apply to discuss the matter further with the directors at a surgery during the monthly Board meetings. Individual approaches on a confidential basis can also be made by appointment through the office.

We hope you find this guide useful, and we welcome any suggestions about improvements in future editions. Please send any suggestions to the office, marking the envelope 'Members' Guide' or submit them using the directors' email account. Rules and legislation are constantly changing and this guide is only accurate at the date of issue.

The Board of Directors and company staff are committed to serving all the member's interests and should be treated with courtesy at all times, especially when they are dealing with sensitive issues and differing opinions.

*From the Board of Directors  
Linstone Chine Management Company Ltd.*

## SITE MANAGEMENT

### ***The company land and its management***

Linstone Chine Management Co. Ltd. (LCMC) owns the freehold of the company land, extending to some 15 hectares (38 acres), and the buildings on the site (other than the privately owned freehold and leasehold bungalows) The Land Registry map in the company office shows the precise extent of our holding.

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## COMPANY MEMBERS RIGHTS AND RESPONSIBILITIES

Membership of the company confers many rights upon its members and also entails a number of responsibilities.

### ***Board of Directors and company meetings***

Members elect the directors of LCMC and LCHS annually at the AGM which is normally held in the Spring. Each director must be a freehold bungalow owner. Directors do not receive any remuneration other than reimbursement of their expenses for attending board meetings. They are registered as directors at Companies House and are responsible in law for the proper conduct of the company's affairs as set out in the Memorandum and Articles of Association of the company (available on request to the from the Company office), as well as the law governing corporate activity.

Directors are ultimately answerable to the members for their decisions and actions by re-election. Wishes of members are expressed by their votes at general Company meetings, but the elected Board must make all final decisions based on the most recent information, and will be accountable for their actions. The Board meets between ten and twelve times a year at monthly intervals.

Each Member must be aware that they only own directly the land on which their bungalow sits, and patios, gardens, paths, washing lines, etc., are placed on Company owned land by the consent of their neighbours, the Board, and ultimately all members. At each monthly meeting the Board may consider requests to change the outward appearance of bungalows and the surrounding area, complaints between members or by a group of members, or projects that affect the site and its amenities. The board have power to decide on many of these matters, settle disputes, and the expenditure on individual items up to £7,000 without recourse to a general meeting. This enables them to purchase and maintain the grounds and equipment and office equipment in order to run the company efficiently. At the EGM of March 2012 Members confirmed that the £7,000 expenditure limit applied specifically to items of capital equipment.

At the Annual General Meeting members are asked to approve the previous year's audited accounts, balance sheets, reports of the directors and auditors, re-appointment of auditors, and the election of directors. An AGM must be called no later than 15 months from the previous AGM.

An EGM is usually held on the Saturday as near as possible to the school half term in October, to

consider any resolutions brought by members and directors. At this meeting the budget for next year is presented for approval by the members.

These meetings follow the statutory rules governing the conduct of company meetings, and papers are distributed in advance to all members, in accordance with the terms of the Memorandum and Articles of Association.

At least 20 members, called a quorum, must be present or vote by proxy, to make a general meeting of LCMC lawful.

If any member fails to receive a notice by accident (postal strike, etc.) this does not invalidate the meeting. The elected company chairman, or in his place another director, must be present at any meeting called by members.

### ***Becoming a Director of the Company***

All members are eligible for nomination and election as directors, and the board is keen to encourage new directors to join them in their work. The elected board must consist of between 2 - 9 directors. Details of the election procedure are available from the Company office on request, together with information about Companies House, company law and any other matter concerning the conduct of the company's business. Any member who wishes to be elected as a director must have completed a director's application form, had it signed by two other members, and presented the form to the Company office at least 6 weeks prior to the AGM.

### ***Submission of a motion at a General Meeting***

Papers for meetings, including the accounts for the AGM, are sent out for delivery at least three weeks beforehand.

Members are entitled to submit motions for discussion at each meeting, in the section covering 'any other business'. Such business must be submitted to the Company office at least 2 weeks prior to the meeting. They will need someone to second their motion before the chairman calls for a 'straw-poll' by a show of hands. If sufficient interest is gained a proposed resolution will be included in the agenda of the next general meeting.

This method can be very hit-and-miss as members may not fully appreciate the ramifications or arguments of a motion presented thus, and in several such cases members have not been able to find another member prepared to second the motion.

It is always a good idea, therefore, to petition the members prior to a meeting. To propose a motion to overturn an existing rule the member should ask first at the office, in writing or person, to see the minutes of specific previous general meetings so that they

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can research the reasons why the rule was first imposed.

The member can then present 270 copies of the proposed motion they intend to raise at the meeting, (or a reduced quantity, with a list of bungalow numbers, if it is a local issue), with arguments for its adoption, to the office, and for payment of just the second-class postage the motion will be sent to all other members without alteration. The board reserves the right, however, to include their opinions about a proposed motion on a separate paper, and to refuse to send anything that they consider offensive or slanderous as many of our members are both frail and elderly.

Many members have expressed a wish that their addresses be withheld from publication to other members, citing the Data Protection Act, and this is the democratic method by which motions may still be conveyed to them. The Company must, however, comply with legislation laid out in the Companies Act.

## **Submission of a resolution at a General Meeting**

If the member wants his proposal included as a resolution to be added to the agenda of a general meeting the directors have to satisfy certain requirements to ensure that only effective resolutions are included in the business of the general meeting. These requirements accord with the Companies Act.

Firstly, if the directors feel that the resolution is reasonable, and it has not already been discussed fully at recent meetings, then they will include it.

If a member wants to insist that a proposed resolution be included then a minimum number of members' signatures are required on a petition (5%, or 13 members) before the proposed resolution will be entertained. In all cases the member must give a minimum period of notice (42 days) prior to the meeting to allow the paperwork for the meeting to be prepared and the required notice be given to the membership. A statement, together with the board's opinions will be included in the mailing to members, so that they can decide whether to attend the next meeting to hear the discussion in detail and judge if there is a hidden agenda, vote by the proxy form supplied, or assign their proxy vote to the board, an individual director, or any other member.

Members should be aware, however, that company resolutions cannot overrule statute and, in exceptional circumstances, a Court may still be able to impose a ruling over the wishes of the Members.

Companies House's booklet on 'Resolutions' refers. [http://www.companieshouse.gov.uk/about/guidance\\_shtml](http://www.companieshouse.gov.uk/about/guidance_shtml)

## **Voting**

Members are entitled to the number of votes corresponding to their bungalow ownership, at one per bungalow, and may appoint proxies according to the rules set out in the voting papers. By this method we allow for both an open debate and a full referendum on each motion/resolution. In the event of a dispute where a bungalow is owned by more than one individual, the authorised and official member will be the first named person in the Deed of Covenant.

Proxy voting forms must not be given directly to people who are nominated, they must be sent to, and received by, the office no later than 48 hours before a general meeting where the assigned votes will be logged to avoid double voting at the meeting. The office will inform the person nominated as they arrive at the meeting of the total number of votes they hold. Anyone who decides to change his or her mind about a proxy assignment need only inform the office prior to the meeting.

Members' rights as bungalow owners are set out in detail in their deeds, and in the bylaws passed by resolution, by the board or members as appropriate.

## **Responsibilities**

Members may have a mixture of uses for their bungalows, which can cause conflict with their neighbours. Approximately 15% of owners currently let their bungalows for holidays as a source of income or to pay the running costs, whereas the remainder are used for long holidays during retirement, through to occasional use by family and friends. A degree of tolerance must be exercised, therefore, when your sea view includes a full line of washing, or multiple parked cars, and barbeques in the peak holiday season.

Responsibilities are listed in this section, and set out in more detail in the remainder of the guide. The main sources of our obligations as bungalow owners and company members are as follows:

**Planning conditions** for the site, originally set out by the Local Planning Authority, require two shutdown periods between 15th November to 19th December and 4th January to 14<sup>th</sup> February so that only 41-week occupancy is allowable.

The council may take action against members who live-in through the shutdown by obviously breaking the definition of holiday use, and impose a £5,000 maximum fine.

The planning department's verbal definition of non-holiday use now is, for example, if an occupant is seen to go to work each day, or children are seen to attend school from the holiday bungalow.

To ensure that the council's requirement for holiday home use only is met, and to maintain the unique

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character of the site, members have voted to uphold and enforce the covenant entered into by all members at the time of purchase which is that bungalows can only be occupied for 41-weeks per year. The fixed dates listed as the shutdown period are, therefore, to be strictly observed, irrespective of half term holidays, etc. However, apart from the shutdown, the board does not pry further into the private use of members' bungalows, or to whom bungalows are let unless a justifiable complaint is received about nuisance or anti social behaviour.

If it is necessary to visit your bungalow during the closedown periods, to do necessary maintenance, deliver or collect items, please remain visible or report first to the office, as surreptitious movement in and around a bungalow will be reported quickly to the police.

**Legally binding covenants** are those entered into by members when purchasing their properties, and cover company membership, the company's property and company decisions, as well as the planning restrictions referred to above.

**Bylaws** are approved by the members through special resolutions. These have been developed and amended over a long period in the interests of the majority.

All responsibilities are enforceable by civil law, but recourse to litigation is a last (and potentially expensive) resort. Responsible members will not make such action necessary.

## YOUR HOLIDAY HOME

### **Buying and selling**

The company acts as an agency for the purchase and sale of bungalows on the site, and charges the vendor at present £750 commission on each sale completed.

There is a non-refundable £50 charge on each property marketed to cover administration costs. This is deducted from the final commission charged on completion.

A further 1% levy, in accordance with the covenants, is also due to the company irrespective of whom a member uses to sell their bungalow.

Where LCMC is appointed as the agent, a member of staff will photograph the property and display it by rotation in the office window, with details added to the web site:

[www.linstone-chine.com](http://www.linstone-chine.com)

Prospective purchasers will be shown the property by the office staff, by appointment, who can answer any questions. This is an economic way to sell a bungalow, as your best prospects are initially from existing bungalow owners and visitors to the site.

All legal costs and fees must be paid by the vendor/purchaser as appropriate.

The 2017 our solicitors charged;

- buyers £115 plus vat for the Notice of Assignment;
- sellers £425 plus vat for a Deed of Covenant & Electricity Supply

Full details of the sale and purchase costs may be obtained from the office.

When you sell your property it is the sellers responsibility, through their solicitor, to agree any apportionment for Service Charges or Water Rates with the purchaser.

In the case of cliff-top properties, purchasers are advised to seek the advice of a qualified surveyor. The Isle of Wight Council can only advise on known coastal processes and is 'not in a position to advise as to the viability of a particular property'.

Any private or outside agency sale must be notified to the company office so that the Company's solicitor can deal with the Deed of Covenant and Electricity Supply Agreement which must be completed before the transfer of title can take place. The office staff will provide you with standard documentation for you to complete with the details of the purchaser and their solicitors, the vendor's solicitor and, if relevant, the estate agent. If the company is not correctly informed of a sale, and the 1% levy is not paid, then the new purchaser will not become a member of the company with a share in the freehold of the site. Furthermore, the previous owner will still be responsible for the covenants with the company and all bills will continue to be sent to them.

So ensure that your solicitor transfers the company membership together with the land registry, and pays the 1% levy on the sale so that you are released from the legally binding covenants.

### **Purchase of freehold**

A few bungalows on the Brambles Chine site are still held on a 99-year lease, benefiting from a fixed ground rent of just £10 without having to pay the annual service charge to the company. However, leasehold properties must comply with several extra restrictive covenants as follows (*abbreviated for simplicity*):

...if any part of the rent...be in arrears for 21 days (whether formally demanded or not), **or if the tenant shall neglect to perform or observe any of the covenants**...thereupon the term... shall absolutely determine. (*The bungalow is forfeit*).

To keep the holiday bungalow and its contents insured at all times... and to produce to the landlord... the policy or policies of such insurance and the receipt for each payment...

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To pay all existing and future general and water rates... during the said term...

(Water rates are charged by the company at the maximum inflated figure allowable in law in order to recoup some of the service charge not being paid by the lessee. Only Freehold members receive a prompt payment discount. If the rates are not paid, then the lease becomes forfeit)

To keep the bungalow in good internal and external repair, and as occasion shall require repaint the external paintwork.

To permit the landlord... to inspect the holiday bungalow to see that these covenants are being observed... & a key should be held by the office.

Not to use the bungalow or cause or permit the same to be used or occupied otherwise than as a holiday residence for leisure purposes only and not to occupy or allow the holiday bungalow to be occupied during the periods 15<sup>th</sup> November to the 19<sup>th</sup> December and the 4<sup>th</sup> January to the 14<sup>th</sup> February in any year.

At the expiration ... of the term... to yield up to the Landlord the holiday bungalow in good repair... (As the bungalow ages this condition will cause difficulties with new owners obtaining finance)

Previously leasehold bungalow owners were expected to pay a market valuation by local estate agents for the freehold of their bungalow, while many of the covenants listed above were ignored.

**Leaseholders** may be able to purchase the freehold of their properties from the company and should initially contact the office to confirm their interest.

## ***Covenants and legal obligations***

When a bungalow is purchased freehold the following covenants (*abbreviated here, but true to their spirit*) become legally binding on the purchaser:

1. Not to use the land or the holiday bungalow other than . . . for leisure purposes and not to occupy . . . [it] during the period from 15 November to 19 December and 4 January to 14 February . . .

2. Not to make any external alterations or additions . . . unless the plans . . . have been [previously] approved . . . by the [Company] . . .

4. Not to commit any act . . . likely to cause damage or . . . nuisance or annoyance or disturbance to the owners or occupiers of any part of the Estate or . . . tend to deteriorate or lessen the value of the remainder of the Estate.

5. No animals other than domestic pets shall be kept on the land . . .

6. Not to allow the gardens of the land to fall or grow into an unclean [or] untidy . . . state . . .

7. Not to display advertisements . . . other than that it is to let or for sale, which must be inside the bungalow window only.

8. No fence wall or hedge shall be erected as a boundary . . . without the consent of the [Company]

## **Earlier covenants incorporated into the Land Registry Certificate include:**

1/1 A right of way . . . to pass . . . at all times with or without vehicles over the roads on the Estate.

1/2 . . . the rights (a) to use for recreational purposes and (b) to pass . . . on foot only over the grassed areas . . .

1/3 A right to use the...services...and cables...under the remainder of the land . . .

*In a recent court case the judge decided that, if they so wish, a member need not connect to the electrical services. The company retains the right to be the sole supplier of electricity on site.*

3/2 Not to sell . . . the bungalow . . . unless (i) there shall be executed . . . a Deed . . . whereby the purchaser covenants . . . to observe and perform . . . the covenants restrictions and stipulations . . . and (ii) . . . transfer his Certificate of Membership of the . . . Company to the Purchaser.

3/4 On a sale . . . to pay one per cent of the sale price to the [Company].

3/6 To observe . . . the rules . . . issued by the [Company] . . . for the maintenance and management of the Estate.

3/7 To pay . . . the annual maintenance or service charge levied . . .

3/8 Not to carry any business at or from the bungalow other than letting for holidays.

3/9 Not to obstruct any of the roads or access ways . . . and to observe all regulations . . . relating to the parking of vehicles.

*It is emphasised that the above is a simplified, edited version of the covenants. For the full text members should consult their own deeds. The covenants incorporate the conditions attached by the Local Planning Authority to the planning consent for the development of the site.*

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*The above statement should not be regarded as an official statement, but as a guide to members. Tax rates are constantly changing.*

## **Council Tax and Business Rates**

A question often arises about the Isle of Wight Council's services and the criteria for domestic or business rating, which relate to the letting of the bungalows.

### *Which to Choose?*

Some of our bungalow owners pay **domestic Council Tax** for band A in which the property currently falls.

No council tax is payable for periods in which occupation is prohibited by law (the shut down periods), and each Council Tax payer must apply for this extra discount individually in writing when they receive their annual bill. The reduction in the tax payable is generally not actioned by the council until after the end of the second shut down period in February, hence the need for fixed shutdown dates.

**Business rates** are levied, rather than Council Tax, where a bungalow is available for letting for at least 140 days of the year. The level of business rates is set by the Government but administered by each Council.

It is prudent, that each owner seek comparative figures to weigh up the appropriateness, the advantages and disadvantages of the two ratings when deciding on their letting arrangements. Information can be obtained from the Council's office dealing with Council Tax on 01983 823901.

### *What should you do to change?*

If your property is currently rated for business use but you do not let it more than 20 weeks per year then you can apply to the Valuation Office to get your rating changed to domestic. Alternatively, you may wish to change to business use rating because your property is available to let at least 140 days per year and the rules change to your advantage. It may take some time for your application to be dealt with and your situation will remain unchanged until it is.

Further clarification information can be obtained from the council on 01983 823712.

The address of the Valuation Office is:  
Overline House, Blechynden Terrace, Southampton  
SO15 1GW, telephone 02380 538500

A guidance leaflet on Council Tax is available from the Council that is a statement of the regulations covering a proposal to alter the Valuation List.

## **Services and utilities**

### **Online Payment:**

To avoid the high charges made by banks to businesses for paying in cheques and cash please consider paying your service bills by online banking.

The information you require is:

Account Name: Linstone Chine Management Co. Ltd.

Account Number: 00242799

Sort code: 20-60-55

### **Service charge**

The Finance Director presents a financial budget for the following calendar year to the members at the EGM, which is discussed and agreed to set the service charge that falls due on 1 January the following year. This may be paid in two equal instalments, the first before 31 January and the second before 31 July, by cheque made payable to LCMC Ltd., cash, debit card or preferably online banking. A 2% surcharge will be made for paying by credit card.

After the first 12 months of membership, members becomes eligible for a prompt payment discount, on the service charge which is currently set at £8+VAT for every quarter year that the members account is in balance or credit at the end of Feb, May, Aug, Nov.

### **Water Rate**

Southern Water Services supply our water, on a metered basis. Each year the tariff is set by Southern Water in March for the cost of the supply, and for the waste service for the ensuing year from 1 April to 31 March. It may be paid in two instalments, the first before 30 April and the second before 31 October, by cheque made payable to LCMC Ltd., cash, debit card or preferably online banking. A 2% surcharge will be made for paying by credit card.

Included within the water supply tariff is a water standing charge, which forms part of the service charge for running the site. Leasehold members also pay this charge and therefore it is prudent policy to maintain this at its maximum permitted level to ensure the cost is shared by all.

As the supply is metered leaks cost everyone money. Furthermore, leaking water can undermine bungalows and eventually contribute to ground slip if extensive. The Company ground staff constantly monitor for leaks, and members are requested to report any indication of a leak to the office such as waste water flowing into the drain of an unoccupied bungalow, permanently wet areas of grass, etc.

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### **Electricity**

The company charges for electricity as follows, under an electricity supply contract:

The company collects a deposit of £25 from each bungalow owner at the time of purchase Bungalow meters are read each autumn and accounts are sent out with the notification of the October meeting. The bill is to be paid within seven days of the EGM, by cheque made payable to LCMC Ltd., cash at the office, debit card or preferably online banking. A 2.% surcharge will be made for paying by credit card.

The rate paid by the company is used to calculate electricity bills for each bungalow with no mark-up. An administration and, if appropriate, a maintenance charge is made which is payable whether or not the supply is used.

### **Electrical Safety**

If members who let their properties provide any electrical appliances (cookers, kettles, toasters, washing machines, immersion heaters, etc.) as part of the tenancy, the Electrical Equipment (Safety) Regulations 1994 require them to ensure the appliances are safe to use when first supplied. Each time the property is re-let, it will be classed as supplying to that tenant for the first time. Landlords, therefore, need to maintain the electrical equipment they supply, taking reasonably practicable precautions to ensure the appliances are safe. A combination of visual inspection, and formal inspection and testing by a competent person such as an NICEIC Approved Contractor, will achieve this.

Evidence of PAT (Portable Appliance Testing) of the property's electrical appliances is also required (annually) if the bungalow is let. The office can provide this service for an annual fee.

The typical standard for modern usage is **100 amps**; less than **100 amps** may not be adequate for your needs. We have a holiday site with a restricted electricity supply.

We have 50 amps at Cliff End.

We have 40 amps at Brambles Chine.

Below is a list of electric shower ratings with the correct Amps:

- 7kW - 32amp
- 7.5kW - 40amp
- 8kW - 40amp
- 8.5kW - 40amp
- 9.5kW - 45amp
- 10.5kW - 50amp

Cliff End immersion heater 12.5 amp

Ceramic electric hob 8.5 amp

Electric kettle between 8 and 13 amp

Ratings of commonly used household appliances

Domestic Portable Appliance	Amps Used	Watts Used
Washing machine	10	2200
Toaster	9.0	2000
Tumble dryer	11.0	2500
Dishwasher	10.0	2200

Therefore, because of our restricted electricity supply, Brambles Chine should use their gas supplier for heating and hot water and cooking.

Cliff End should not use any higher than a 7 kW electric shower.

Cliff End could take advantage of changing the hot water tank to an **unvented cylinder**. This would give mains pressure hot water using 12.5 amp, Ideal for a shower.

Cliff End could take advantage of fitting an **induction hob**, these use very little power.

### **Gas**

Gas is supplied directly by the gas company and the pipe work is owned and maintained by Southern Gas Networks plc; 0845 070 1431. Payment of individual gas bills to the gas provider is the responsibility of each member.

All rented bungalows must by law have a current gas safety certificate relevant to the property supplied by a CORGI registered specialist. For a list of specialists' telephone 01256 372200, or arrange the test through the office. In addition, you will need a current fire equipment inspection certificate, also available via the office.

Many bungalows have their gas meters located inside the property. For approximately £500 the gas board will relocate the meter to outside allowing you the freedom to install new kitchen units onto a flat wall.

Owners who let their bungalows are required to provide a full written risk assessment.

### **Payments and penalties for non-payment**

All cheques should be delivered or sent to the office, and have the name and bungalow number written clearly on the back. In certain circumstances payment by instalments may be arranged. A post-

## MEMBERS GUIDE

dated cheque for the second instalment would be appreciated to help reduce administration costs. When paying by online banking please show your bungalow number (e.g. BC123) as the reference. If bills remain unpaid on the four quarter days at the end of Feb, May, Aug and November then an £8 + VAT service charge discount will be lost for each quarter their account is not in balance from the following years service charge bills, and services will eventually be disconnected and charges will become payable. A £10 administration charge will be made for a bounced cheque.

A charge of £125 plus vat will be made for a disconnection of either electricity or water; reconnection is charged at £85 plus vat.

Owners settle gas and telephone bills directly with the supplier concerned.

### ***Buildings and contents insurance***

The following companies have supplied information on insurance for holiday bungalows.

J L Morris (Insurance Brokers) **01202 642840**  
Petherwicks **01273 822222**  
Towergate Holiday Homes Underwriting  
**0844 3463259**

Many insurance companies will not cover a holiday property because it is unoccupied for long periods, but some will if they can also cover your family home.

The office can supply you with details, but make no recommendation. Owners should contact the insurance firms directly.

### ***Data Protection***

The company has a legal responsibility under both the Data Protection Act 1998 and the Companies Act 2006. This means that the company can only disclose information about its members, including names, addresses and telephone numbers, when it is under a legal obligation to do so, or if the owner/member gives permission for information to be supplied to third parties. Responsible communications to other members may be made via the office for the cost of postage only.

## THE HOLIDAY VILLAGE

### ***Company services***

### ***General management***

The two companies are managed from the company office and reception located at the end of the Monks Lane spur road, on the north side of the main car park. It is open from 8.30am to 4pm Monday to Friday throughout the year, and also on Saturdays during the summer season.

The address is:

**Linstone Chine Management Co Ltd.**

For general correspondence, or

**Linstone Chine Holiday Services Ltd.**

For bungalow sales, letting, services, etc.

**Brambles Chine Office, Monks Lane, Freshwater, Isle of Wight PO40 9SU**

Telephone: **01983 752015**

Web-site: **www.linstone-chine.com**

Holiday lettings answer service: **01983 755933**

### ***Staff***

The company employs two part-time office staff and one grounds person.

### ***Office services***

In addition to normal office support to the Board of Directors and the members, the office handles holiday lettings and associated support, loan and hire services; the sale of bungalows; dealing with members' problems, queries and requests; record keeping, invoicing and accounting.

### ***Site maintenance***

The ground staff are responsible for a variety of duties over the 37-acre site. Currently external contractors provide grass cutting services on site.

### ***Telephones***

There is no longer a public telephone on site.

### ***Post***

#### **Your correct address (Post Office requirement)**

Please give the number of your bungalow, not a name you may have given it, and its postcode.

For example:-

**118 Brambles Chine, Monks Lane, Freshwater, Isle-of-Wight, PO40 9SQ.**

Post may be delivered directly to an individual bungalow by arrangement with the local sorting office. Please contact:

Mr Pat Woodford, Royal Mail, The Riverway Industrial Estate, Newport, PO30 1AB7

Post addressed to a bungalow which has not made a special delivery arrangement with the sorting office will be returned to sender. An individual's post will

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not be delivered to the office unless it is clearly marked: % Linstone Chine Office, Monks Lane, Freshwater, Isle of Wight PO40 9SU. Post can then be forwarded by the office staff on payment of the appropriate postage or will be kept in the office for one month awaiting collection. Private post not collected within one month will be returned to sender.

The post will be delivered 52 weeks a year to any address that has a special delivery arrangement. If an owner does not want deliveries during the shutdown, then they must pay for redirection or a keep safe at the post office. If the owner has arranged for site security level 2 or above by the ground staff this now includes letterbox clearance to avoid water ingress by heavy rain during the winter. Please use the mail preference service to register your surname and its miss-spellings, at the web site [www.mpsonline.org.uk](http://www.mpsonline.org.uk) to reduce the quantity of junk mail you receive.

### ***Launderette and Shop***

The coin-operated launderette is located within the same entrance as the shop, in the office building. The launderette is accessible to members and visitors during hours posted outside. The shop is operated under a franchise during busy times and its opening times are also posted outside. Sports equipment can be hired from the shop or the office.

### ***Green waste/composting***

A trailer is provided for members to dispose of clippings and green waste, which will be composted onsite.

### ***Hire and loan services***

Small hand tools may be borrowed free of charge by members on application to the office.

Subject to availability, members and visitors may hire bed linen, high chairs and cots. The tariff is available on request. A limited number of outside storage units are available for hire to members. Ladders are also available on loan, but only on the basis that the company accepts no liability in the event of injury or accident, however caused.

### ***Contractors, Craftsmen and other outside services***

The company is able to offer useful contact names and addresses, but without recommendation

### ***Ferry tickets***

LCMC has An agreement with *Wightlink* enabling its Members to purchase ferry tickets at discounted prices. A family member of those persons whose name appears on the Deeds of Covenant may purchase these discounted tickets and that person

must be among the party travelling. The tickets are for return crossings for a car and up to 7 people. They may be purchased by phoning 0333 999 7333 and quoting the account number A113609 then specifying which ferry they wish to travel on.

**The traveller will need a current letter of authorisation, which are issued annually to each member in the EGM paperwork. This letter must be presented along with some form of photo ID at the ferry terminal.**

NOTE: Exact details of scheme eligibility have not been confirmed by WightLink. If your family experience any difficulties please inform the office immediately.

Isle of Wight residents, with their vehicle licenses registered on the island, may purchase special concessionary books of multi-link car and driver tickets directly from the island offices of Wightlink. These tickets identify two allowable car numbers, and are available in books of 8 or greater. Books of similar passenger tickets are available, and need a special identity badge from the Wightlink office, with your photograph that you must supply. They are intended for IOW residents who travel from the island and return, rather than the other way around. The office phone number can be given as contact number, and the bungalow postcode PO40 9SU should be quoted, or your own island address.

Other special rate tickets may be available, such as the very attractive Night Flyer for later ferries on Friday evening, returning late. (21:00pm from Lymington)

See the Wightlink web site:

<http://www.wightlink.co.uk/offers/saver-fares>

### ***Dealing with matters of concern***

The company office is the point of contact for all matters affecting members – for reporting break-ins, damage and hazards on site, and problems or comments of all kinds – for buying and selling bungalows, arranging winter security service, leaving contact details so that we can get in touch with you if necessary. The office can be very busy at certain times so please be patient.

### ***Holiday Guests booked with Linstone Chine letting service.***

Membership ticket entitles the holder to free use of pitch and putt, crazy golf, plus unlimited free-swimming tickets on request for the West Wight Leisure Centre.

### ***Swimming Facilities***

The office supplies reduced rate tickets for members and holidaymakers to use the swimming pool in Freshwater. The guests who use the company letting service can obtain unlimited free tickets for entrance

## MEMBERS GUIDE

to the swimming pool. Other members, and their tenants, can purchase tickets at £3.75.

### **Rubbish disposal**

#### **Domestic waste & recycling**

Domestic rubbish or recyclable refuse is collected every Monday.

Refuse should be taken to the central collection points adjacent to the office at Brambles Chine or next to the electricity substation at Cliff End.

Business-rated properties must make their own arrangements (see page 8).

Please place domestic waste or recyclable waste (glass, paper, cardboard, plastics and metals) into the appropriate large (1100L) wheelie bins.

#### **Bulky waste & Builders waste**

The high cost of the skip and misuse by members and 'incomers' means that during 2017 the company will terminate the skip hire and members will be responsible for removing their own bulk items and builders waste, which will require removal to the local tip or provision of a personal skip for your building project.

Bulk items, which includes all large domestic items such as fridges, freezers, televisions, computer screens, but also carpets, plasterboard, oil or asbestos, which must all by law be disposed of only at officially provided council sites.

The nearest Household Waste Recycling Plant is:

#### **Afton Marsh (HWRC)**

**Address:** Afton Road, Freshwater, PO40 9TP

#### **Opening hours:**

- Three days a week; Saturday, Sunday and Monday, including bank holiday Mondays. **Please note:** this site will not be open on Christmas Day.
- Winter opening hours (Monday 31 October to Sunday 26 March 2017 - 7am to 6pm)
- Summer opening hours (Monday 27 March 2017 to Sunday 29 October 2017 - 7am to 8pm)

#### **This site has facilities for recycling:**

- Metals
- Glass bottles and jars
- Fridges and freezers
- Vehicle batteries
- Garden waste
- Cardboard and paper
- Used engine oil
- Gas bottles
- Mobile phones
- Furniture and other items for re-use.

### **Bulky and one-off waste collection - £30 per collection from the 1 May 2017**

- Up to four bulky waste items will be collected for a charge of £30
- To arrange a bulky waste collection, either use 'Do It Online' tab in the Council's website or call **01983 823777** and wait to be put through to an adviser.

#### **Acceptable bulky and one-off waste collection items include:**

Baby cot / Baby bath / BBQs / Bedside cabinet(s) / Bicycle / Bookcase(s) / Bed/bedbase / Cabinet / Chair dining room (four chairs = 1 item) / Chair (office/arm/ rocking/easy etc) / Chest of drawers / Coffee table / Cooker/oven / Computer monitor / Desk / Dishwasher / Curtain rails/blinds / Dressing table / Electric/gas heater portable / Fire (gas/electric) portable / Fridge and/or fridge freezer / Exercise bike / Garden bench / Garden swing (dismantled) / Garden Table / Headboard / Lawnmower (electrical or manual push) / Mattress (single/double) / Microwave / Carpet (rolled up) / Carpet underlay (rolled up) / Rowing machine / Settee/sofa bed / Shelving unit /Slide (dismantled) / Snooker table (not full size) / Standard lamp / Step ladders / Stereo (including speakers) / Sunlounger / Television / Trolley (excluding shop trolley) / Trunk / Table / Vacuum cleaner / VCR/DVD player / Wardrobe / Washing machine / Water butt / Wheelbarrow.

Please see below the email address to arrange collection and payment

<https://www.iwight.com/Residents/Environment-Planning-and-Waste/Waste-and-Recycling/Household-Waste-and-Recycling-Collection/Other-Collection-Services>

Collections from West Wight are currently on a Friday

#### **Builders Waste**

Please remember skips will be located on company land, so their location must be agreed with the office with consideration for neighbours.

## LETTING YOUR BUNGALOW

Many owners let their bungalows to guests and visitors, particularly during the summer, and although some make all the arrangements for letting themselves, others prefer to use an agency to handle the bookings and associated tasks.

**Linstone Chine Holiday Services Ltd.** is a subsidiary company set up for this purpose.

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If you wish to use our company's letting agency, there are a number of basic conditions that you must meet:

Your bungalow must be in good decorative order inside and out, and be fully furnished and equipped to the standard required to meet at least the 3 star criteria set by *Quality in Tourism*, whose certification is required annually. The organisations inspector visits the holiday village early in the year and the company makes the arrangements with owners. A brochure setting out the *Quality in Tourism's* requirements for the star ratings applicable to self-catering accommodation is available from Quality in Tourism web site at: <http://www.qualityintourism.com/wp-content/uploads/2013/04/SC-Standards-2012.pdf>

As you would expect, there are obligatory requirements in regard to fire and other safety precautions, Public Liability insurance cover, electrical and gas inspections and certification by competent and qualified persons. Owners are responsible for producing their own Access Statements and Risk Assessments but may ask for guidance from the office.

Owners must also be aware of the requirements of Trading Standards regulations, and copies of the Isle of Wight Council's leaflet are obtainable from the Council, as is any further information and guidance you may need. See: <http://www.tradingstandards.gov.uk/business/business.cfm> for further information.

A revised schedule of weekly charges is published each year, and bookings are organised by the Company in consultation with owners or chosen by guests directly from the Company website. A commission of 15% of the letting fee is levied to cover the service.

The Company advertises its service in relevant publications, and on the Isle of Wight Tourism's and its own websites. The LCHS Ltd website is [www.linstone-chine.com](http://www.linstone-chine.com) which gives holiday and sales information, with periodic updates.

The company regards its holiday services function as an important part of its work, and a member of the Board has a specific remit as Holiday Services Director. Profit from this activity is used to pay salaries of the staff.

### **Private letting and agencies**

Bungalow owners are of course free to arrange their own letting or to put it in the care of an independent agent, but are advised to ensure that they are fully aware of their legal and regulatory obligations as outlined above.

Bungalows should be for holiday use only, but working holidays are considered acceptable. Each

bungalow should only be let to each guest for a maximum of 28 consecutive days.

### **Cleaning services**

Members who are not in the company letting service but need private cleaning services may be considered depending on demand and volume of business. Further information may be obtained from the office

## SITE AND COMPANY BYLAWS

The site bylaws are entirely attributable either to legal and planning obligations, resolutions at company meetings, or board and managerial decisions for reasons of health and safety and/or insurance requirements.

### **Company property**

#### **Work on company land**

Under no circumstances is any work to be undertaken on company land (this includes patios, paths and planting) without written permission in advance from the Board of Directors. Owners' property rights and Public Liability insurance do not extend beyond the walls of the bungalow.

#### **Alterations to Bungalows Exteriors**

The purpose of this procedure is to standardise the appearance of the bungalow fronts in such a way that is acceptable to all the members of LCMC.

Bungalow fronts were originally constructed of wood with a single glass glazing, over a period of time these units may have fallen into a state of disrepair due to prevailing atmospheric conditions or neglect some have been replaced for aesthetic reasons.

With the introduction of uPVC many bungalow frontages have been replaced with this material including double-glazing.

Throughout the site many differing styles have been installed which has lead to a degree of individuality.

To ensure the degree of individuality is acceptable to all members of LCMC the following procedural points must be used by any member wishing to replace the frontage on their bungalow:

1. The colour of the uPVC/wood cannot be changed without good reason and specific permission from the LCMC Board.
2. The entrance door can be in any position along the frontage.
3. Sliding doors are acceptable.
4. Doors can be constructed to open inwards or outwards (please consider the sites high wind potential when considering outward opening doors).
5. Opening windows of any size and combination can be included in the design.

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6. Solid or glass (clear or patterned) can be employed in the bottom panels of the door and window area.
7. Doors/windows should employ multilocking to comply with usual insurance purposes.
8. Sills should be above the building damp course unless specific measures will be employed to ensure the integrity of the damp course.
9. The fascia above the frontage can be replaced with uPVC to complement the new frontage.
10. No awnings or outside lighting can be fitted to the fascia or frontage without the approval of the Board
11. Written application along with a sketch of what is intended must be forwarded to the main office to be considered by the Board of Directors at their monthly meeting and written permission obtained **before** any alteration takes place.

### **Public and Employers' Liability insurance**

For the protection of its own position with regard to insurance, the Company requires any outside contractor proposing to carry out work on the Linstone Chine site to provide an indemnity against claims that may arise as a result of the contractor's activity on site. The Company holds Public Liability and Employers' Liability insurance to cover its own liabilities.

The Company also advises freehold or leasehold bungalow owners who employ outside contractors to seek indemnity against claims that may arise as a result of the contractor's activity on their property. They should in any case inform the General Manager in advance of any proposed works because of the Company's responsibility for access to the site.

### **Contractors' indemnity**

The Company has a form that is designed to cover contractors who are employed by the Company, and contractors used by freeholders and leaseholders. Contractors are required to certify that they hold Public Liability and, where appropriate, Employers' Liability insurance. This form is available from the office, and bungalow owners are urged to use it to protect themselves against possible claims against them, either by the Company or any other third party, arising from contractors' activities on the site.

#### *Driving and parking on grass*

Do not park or drive on the lawns as you may easily damage the drains and other service pipes which are often buried quite close to the surface.

*Overnight occupation of vehicles, untaxed, uninsured and SORN vehicles; tents and caravans*

No vehicle may be occupied overnight, and no tents or caravans are allowed, unless by special arrangement with the General Manager. Caravanettes are allowed on site if used only as car transport. No private untaxed or uninsured vehicles, or vehicles subject to SORN (Statutory Off-Road Notices) are to be left on site.

No vehicle may be left on site at night during the closedown periods.

Any apparently abandoned vehicle will be removed after due warning has been posted on it, and the cost billed to the owner.

### **Boats on site**

Boats up to 20 feet in length may be parked at owner's risk on company land provided they are not causing a hazard or obstruction, but may not be so parked during the closedown.

### **Patios, paths and stepping stones**

Members are reminded that all patios are constructed on the common company land owned by all members, and that bungalow owners acquire no rights to such land. Patios should extend no more than 2.75m (9-ft) from the bungalow front wall, and may extend around the sides and back to protect pipes and reduce the need for strimming. Any other patio areas are to be strictly by approval of the Board, whose decision will be based on the local situation and the comments of neighbouring properties. Patio levels must be designed in all cases so that their periphery is slightly below the level of the surrounding grass, for ease of mowing.

The exterior of the bungalow should be kept in good decorative order.

Any window or door replacements must be of the same style, or by approval of the Board. White uPVC replacement windows, doors and fascias are acceptable, and should match the existing basic original designs of either flat or peak roofed bungalows.

The Company is responsible for the original site paths and alterations should only be undertaken with the permission of the Board. Owners are responsible for private paths.

Changes to paths and stepping-stones must be to acceptable standards by the Board who have a duty to ensure that trip hazards are avoided, and must not be raised above the level of surrounding mown grass.

### **Exterior appearance**

Owners must write to the board for guidance and permission if they are considering any external changes to their bungalow, and they are reminded that members have approved the policy of external uniformity.

A form is provided at the end of this guide to assist in making applications.

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No shed, kennel or other structure is to be erected outside a bungalow without the permission of the board.

No clutter, eg. bicycles, step ladders, children's toys, prams, refuse etc., is to be left outside bungalows for longer than 6-weeks. When refurbishing a bungalow builders and owners are required to cover unsightly material so as to preserve the beauty and enjoyment of the site for all, and to remove such material as quickly as possible. Please always remember that you may be spoiling someone's only holiday that year.

Normal terrestrial TV aerials are permitted on the exterior of bungalows, and should be fitted to poles that raise the aerial above the roof level for good reception and to place them out of the way. Please keep the poles close to the building so as to avoid damage from the safety cage on the mower.

TV satellite dish aerials are allowed on the roof of bungalows only, which will most likely require them to be fixed to a concrete filled crate positioned on the roof. The front elevation, within the patio area, is also acceptable, if it faces the correct direction for reception. Satellite dishes fixed to the side walls of bungalows can be hit by the safety cage of the mower, and are only permitted in exceptional cases if provision for mowing is provided in their location, and subject to approval by the board.

Security lights are NOT PERMITTED. The company will provide these after consultations with the insurance company and a proper risk assessment.

It is the Companies policy to ensure a harmonious appearance to the site as a whole and to permit a certain amount of privacy to individual owners whilst not inconveniencing neighbours.

An owner requiring a dividing partition should initially discuss the idea with their immediate neighbours to ascertain whether a design can be agreed. As a maximum the Company will permit a brick wall planter up to 9' long x 18" wide x 19" high with plants not extending to a further 3' above the planter. A trellis up to 3' high x length of the planter may be erected above the planter in place of plants. The planter should be built of brick to match the bungalow and should be centred on the dividing wall between the bungalows. Planters at the sides of the bungalows should not project outside of the line of the bungalow wall.

Owners wishing to build a planter should apply for permission to the Board of Directors in writing with a drawing after agreeing the project with their neighbours.

### **Storage Boxes**

No machinery plant or equipment other than normal domestic and garden machines shall be parked stored or kept . . . nor shall any hut or shed . . . be erected or left on the land. However, at the 2009

AGM the members agreed to permit storage sheds 111cms high x 148cms wide x 84cms on concrete or paving slab bases, alongside their bungalows with the express permission of the Board

### **Walls Adjacent to Patios**

It is the Companies policy to ensure a harmonious appearance to the site as a whole and to permit a certain amount of privacy to individual owners whilst not inconveniencing neighbours. An owner requiring a dividing partition should initially discuss the idea with their immediate neighbours to ascertain whether a design can be agreed. As a maximum the Company will permit a brick wall planter up to 9' long x 18" wide x 19" high with plants not extending to a further 3' above the planter. A trellis up to 3' high x length of the planter may be erected above the planter in place of plants. The planter should be built of brick to match the bungalow and should be centred on the dividing wall between the bungalows. Planters at the sides of the bungalows should not project outside of the line of the bungalow wall. Owners wishing to build a planter should apply for permission to the Board of Directors in writing with a drawing after agreeing the project with their neighbours.

### **Washing lines**

Should always be of the rotary type and should have the ground socket set just below the grass level to aid cutting. Sitting of washing lines is a very sensitive issue, where practical washing lines should be at the rear of the bungalow and should only be undertaken after consultation with your neighbours whose view may be affected. The Board will arbitrate in the case of a dispute, which can be discussed at a surgery appointment.

Washing lines should be taken in when bungalows are not occupied, as a consideration to neighbours, and particularly during the winter period when storms can break the lines and cause a hazard.

## **Maintenance of the character of the village**

The effect of the local tax status on rubbish disposal and collection is dealt with on page 8 above.

### **Refuse collection and dustbins**

Refuse should be sorted into Recyclable (paper, plastic, glass, cardboard & metals) and Domestic waste then taken to the appropriate collection bins adjacent to the office at Brambles Chine or next to the sub-station at Cliff End.

If you have visitors staying until the weekend they may put their rubbish in one of the appropriate wheelie bins.

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For a nominal fee the major suppliers on the Island will usually take away redundant items when delivering new equipment such as furniture and electrical appliances or the office may be able to supply details of charity collections.

It would also help if members could report any fly-tipping by outsiders that they may observe, if they can be identified, but unfortunately all landowners must suffer and often pay to have removed dumped rubbish such as cars and hedge trimmings.

## ***Respect for neighbours***

### ***Intrusion on privacy***

Although members and their guests are entitled to walk on all company land, they are urged to respect the privacy of others by avoiding passing close to the bungalows or other parties on site.

### ***Barbeques***

There are no specific rules covering these items other than the normal respect for neighbours. Use must be restricted to within the patio area of the bungalow and must not extend onto the grass. Members should consider providing painted bricks marked BBQ for their tenants who may purchase disposable barbeques on sale in the shop. If these barbeques are placed on bricks it will prevent damage to the patio surface. The grass must be protected at all times from burning.

### ***Pets***

The site is not organised for dogs, as it does not possess a dog walk of long grass around the playing field, or across the centre to the bridge, such as those provided at camping and caravanning sites, nor is there a specially designated exercise area.

All areas of the site, including the gorse field paths, are very regularly mown and it can be very unpleasant for ground staff if they run over dog's mess as the mowers throw it everywhere.

On certain areas of the beach at Colwell Bay dogs are banned in the holiday season and all the promenade walk ways have council doggie bins and fines of £50 if owners do not clean up their dog's mess.

One of the main areas of complaint to the office concerns dog mess and being frightened by dogs.

The rules are that only bungalow owners may bring dogs and other pets on to the site. Dogs must be kept on a lead at all times except in the area of the gorse field where they may be free to roam. Owners must still ensure they can see their pets at all times and clear up after them when they foul the area.

Owners are not permitted to let their bungalows to people who wish to bring their pets with them.

Three doggie-bins have been provided, one on the bridge between the gorse field and the playing field, one adjacent to the gate by CE 40, one at Forgotten Corner. Please ensure you have an adequate supply of doggy-poo bags.

Please remember that your happy bouncing pair of setters, or grumpy little poodle can frighten a child, or threaten an elderly person who feels that they may be knocked over.

Please keep to the periphery of the playing field when walking your dog. Doggie bags can be supplemented with a small child's plastic spade obtainable at Colwell Bay, for just a few pence. If near a fence in the playing field move the mess from the open area, or if in the gorse field, where you can let your dog run free, please move any mess off the paths.

One of the biggest attractions to holiday makers in the UK, especially out of peak season, over going abroad for the same cost, is if they can take their dogs. It is in everyone's interest that we exercise our dogs on the site responsibly, then get out onto one of our wonderful bracing walks and enjoy the views.

## ***Health and safety***

### ***Care on site***

Whilst the company makes every effort to fulfil our duty of care, with the requirements and advice of our insurers and the local authority's Health and Safety Officer to guide us, it is still necessary to advise members and their guests, particularly with children and elderly people in mind, to play their part in looking after their own well being. Being aware of moving vehicles (the 10 mph speed limit is not always observed), playing in areas where traffic is a hazard, leaving obstructions on untidy patios, leaving low awnings and washing lines in place at night – are just a few of the many things that can, despite all precautions on the part of the company, lead to personal injury. Many of the things that can cause accidents are unauthorised obstructions placed on company land at a time when such breaches of the covenants were allowed to continue unchallenged. At the EGM on 20/10/01 members agreed to an amnesty to cover previous breaches of the rules, but also to enforce them strictly in future. This amnesty still leaves us with regrettably (both practically and aesthetically) and sometimes potentially injurious hazards on site, and everyone should take care to look after their own safety, particularly at night.

### ***Reporting hazards***

In view of our liabilities and duty of care, please alert the office promptly if you are aware of any health and safety and other hazards which could cause trips, slips, falls or other injuries on company land, on or near the cliff, on the beach, on or in the sea.

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## ***Safety on cliffs, ramps and slipway***

These hazards remain in spite of all precautions. Please take particular care and be especially vigilant about children and the elderly. The ramp and slipway are not on our property, and no obstructions, including boats, should be left on them.

## ***Cliff End Battery***

Please observe the safety warning notices on and near the old gun battery fortifications and warn your guests and visitors about the risk of climbing onto any part of the fortifications and to be especially vigilant about children.

Please do not attempt to enter or climb up to the former look out post at Cliff End, which is particularly unsafe.

## ***No fireworks on company land***

Fireworks must not be set off on company land, unless with the prior permission of the office, and they must only be let-off well away from bungalows to avoid damage to roofs, etc.

## ***Aerial devices: kites, hang-gliders, etc.***

Please take care when flying kites or other aerial devices to avoid the possibility of touching overhead electricity supply lines, which can cause at least the interruption of the supply, and at worst electrocution and death. Hang gliders and other flying devices, including drones, are strictly prohibited.

## ***Barbecue safety***

Barbecues should be set up on the bungalow patio, not on the grass. Please keep a bucket of water ready in case of emergency.

## ***Gas flue safety***

Gas flues outside bungalows should be two metres above ground level, or protected by a cage to comply with building regulations. Please ensure that a Gas Safe Registered gas contractor checks the safety of your installation, and that any unsafe flue is removed from your bungalow.

## ***Legionnaires' Disease***

We have been made aware of the risk of contamination of showerheads by the Legionnaire bacteria, which can have such deadly consequences if we breathe them in.

The problem arises if contaminated water in the critical temperature range is atomised by the spray head. The hard water in this area produces scaling in the showerhead that can harbour the bacteria.

The remedy is to descale and disinfect the showerhead at the beginning of the season, and to repeat the process at, say, monthly intervals or whenever the spray head appears to be partially blocked. Showerheads are available that have rubber outlets that can easily be descaled by rubbing with your hand.

The Linstone Holiday Services cleaners will carry out the procedure in those bungalows that are in the letting service, but other owners are strongly advised to descale for themselves. For further advice, please contact the company office.

## **LEGAL OBLIGATIONS**

### ***Restrictions on occupation***

Bungalows must be for holiday use only. The Board will arbitrate in disputes between neighbours, but has no jurisdiction beyond this.

### ***TV licensing***

You must have a separate licence in a second home to cover yourself and your guests. The company has a letter from the Licensing agency that sets out the law in more detail.

## **WINTER SECURITY**

### ***Winter Security Service***

The company offers this service during the closedown period. It offers levels of cover ranging from a weekly external visual check to a full programme of switching off and on and draining down. Details of the service are published each year in the autumn issue of News and Views. The levels of service are carefully defined and the responsibilities of both the company and bungalow owners are set out. The aim is to be quite clear about what it is reasonable to expect staff to carry out for you in your absence for the modest fees charged.

Every level of service requires from bungalow owners a minimum level of winter precautions that should be carried out by any prudent householder.

The following advice is offered to all owners:

- Check your buildings insurance cover.
- Disconnect all electrical apparatus and switch off the supply at the mains.
- Take home televisions, fan and convection heaters, hairdryers, and store in dry conditions, as they will suffer in the winter dampness.
- Prop the fridge door open.
- Turn off gas at equipment and at the meter.
- Turn off the water supply at the inside and outside stopcocks.
- Put all loose items inside the bungalow or secure them well against windy conditions.
- Clear gutters, down pipes and gullies of leaves and debris.

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- Remove or hide any tempting goods and valuables, including kettle, pictures and ornaments that may sell at a boot sale.
- Close curtains and/or blinds. Older winter curtains can be fitted which may become mildewed in the folds.
- Secure all window and door locks.
- Much winter damp can get in through the letterbox, especially if junk mail is holding it open. Consider applying to the Board for permission to fit an outside mailbox and sealing the letterbox.
- Open air vents and leave doors and cupboards half open to avoid mould.
- Consider installing a chemical dehumidifier.
- Report any pre-existing security problems on the application form.

The company undertakes to record the checks carried out, and to inform owners by phone, email (or first class post if necessary) of any problem that may occur, and to arrange for repairs if requested to do so.

On the application form the owner must authorise the company to arrange for minimum emergency repairs to be carried out if the owner cannot be contacted at the time of the emergency occurring.

### LEVELS OF SECURITY

**LCHS offers members a winter security service for Cliff End and Bramble Chine bungalows. Details of the different levels of available services are enclosed with the EGM packs annually or can be requested from the office.**

**Please complete the application/check record form and return it to the office with a cheque for the appropriate fee made payable to LCHS Ltd.**

### **Emergencies**

#### *Emergency call-out*

An emergency telephone number is posted on a notice on the front door of the office. It is strictly for personal emergency use only, not for the 999 services.

A call-out fee of £40 may be payable for personal matters, but not if the matter relates to site management.

The emergency number is 07399 290 999

#### **Keys for emergency access**

It is recommended that a key to your bungalow is lodged with the company at the office, to allow access in case of emergency such as storm damage, burst water pipes, burglary etc. and to allow the reading of meters by the gas board. It also facilitates access for people authorised by owners to

redecorate, carry out maintenance work, deliver furniture etc. These keys are released only on signature and all releases are logged in and out.

Please inform the office if contractors will be working on your bungalow, and if they will need access.

#### **Reporting crimes**

Members should report suspected crime directly to the police without delay. The telephone number for all except crime in progress is 0845 0454545. For emergencies where life is threatened, people are injured, offenders are nearby or crime is in progress, dial 999

#### **Reporting antisocial behaviour on site**

Members who experience or witness anti social behaviour on site by members, visitors or other third parties are asked to report such incidents to the office.

## EMERGENCY PROCEDURE

As you may be aware, Central Government has decreed that businesses should make provisions to deal with a terrorist threat or incident.

We are happy to say that the Isle of Wight is considered one of the safest places in the UK and Freshwater one of the safest places on the island. Although no specific threat is anticipated we should all remain vigilant and report any suspicious goings-on to the police.

Should you see a suspicious package lying around the site, or drums and suspicious items on the beach, it would be best to assume them to be a hazard or threat and ring the emergency services. If you do have any concerns about security, then please don't hesitate to drop into the office.

## THE CLOSE DOWN PERIOD

### **The rules**

The original planning approval for the holiday village stated that bungalows must not be occupied during two closedown periods. The precise shutdown period also affects the rebate payable on Council Tax, so that fixed dates cannot be altered other than by agreement from, and notification to, the council.

The non-occupation periods are:

Occupancy	15th Feb to 14th Nov inclusive.
Non-occupancy	23:59, 14th Nov, to 00:01, 20th Dec.
Occupancy	20th Dec to 3rd Jan inclusive.
Non-occupancy	23:59, 3rd Jan, to 00:01, 15 <sup>th</sup> Feb.

# MEMBERS GUIDE

## CRIME PREVENTION

To reduce the chance of a break-in when your bungalow is unoccupied, particularly during the closedown period, you are advised to:

- Switch off all services at the mains – water, gas, and electricity.
- Lock all windows and the external door securely.
- Remove cash and valuables.
- Take home TV and other electronic equipment.
- Put any other attractive items out of sight.
- Close all curtains and blinds.

The following advice is taken from the guidance issued by the Isle of Wight Crime & Disorder Partnership, and should be conveyed to your visitors:

When you or your guests are in residence:

- Do not leave doors unlocked or windows open while out, doors or accessible windows should be locked while asleep.
- Do not leave anything of value in your bungalow or vehicle.
- Do not leave any items on display in your car. Use the boot.
- Keep an eye on your handbag, wallet, camera, camcorder, etc. It is easy for them to disappear if you put them down to concentrate on something else.
- If you see or hear any suspicious persons or intruders, notify Reception.

## HISTORY OF THE LINSTONE CHINE COMPANY

The site was developed from 1974 onwards, when a number of companies based in Croydon commenced redevelopment of the former Brambles Chine Holiday Camp. The new bungalows were sold, initially on 20-year leases for around £4,500 each, with an annual ground rent, affordable club membership fees and estate management charges. Construction continued over the next two years and from 1976 bungalow owners were able to convert from a 20-year lease to a 99-year lease for a payment of £1,750. Despite this the annual service charges began to rise at an exorbitant rate and no visible improvements were made to the site or roads. Eventually a ground rent of £210 per annum was demanded.

The unadopted Monks Lane approach road was becoming very rutted, in spite of promises from the landlord and developers to effect proper repairs. This led to several of the bungalow owners forming themselves into an association- The Brambles Chine Resident's Association - in an attempt to protect their property interests and have a collective voice in achieving some improvements.

In 1978, the developers offered 99 year leases to all existing lessees and to new owners. The inducement was a small fixed ground rent of £10 and no further club or maintenance charges. The majority of owners took advantage of the offer but the resulting income was inadequate to manage the estate. Therefore, few improvements were made and the state of Monks lane deteriorated further, to a point where the road became more rutted and owners had to contribute £50 apiece in 1980 to effect repairs. This was completed in 1981, with a complete resurfacing.

The developers in desperation attempted to build further bungalows to offset their costs, on the current playing field and at Cliff End. The resident's association and owners felt that the additional properties would represent an over development of the estate and the developers would not plough the proceeds into improving and maintaining the estate. The resident's association therefore opposed these applications in 1979 and 1982, based on heavier use of Monks Lane. However, some bungalows were built as the first phase of Cliff End in 1978, on the site of the former Suncliff Camp.

By 1982, the developer/landlord had fallen into financial difficulties, with even the grass cutting equipment repossessed by the bailiffs. The residents' association and other owners were increasingly concerned about their properties, since even grass could not be cut. The association decided to take matters into their own hands and purchase the freehold of the site, which was initially resisted. The landlord had failed to pay electricity and water charges, which had been charged to owners, causing further concern for the owners. Therefore, the resident's association were forced to install new electricity credit meters, to retain a supply and offset theft from the earlier coin operated meters. Further calls had to be made for road repairs and some directors of the association had to give personal guarantees to the Electricity Board by way of a bond to guarantee a supply.

The BCRA continued to negotiate with the developers and was given an initial price of £450,000 for the freehold. This was thought to be too much and was re-negotiated to £50,000 by the BCRA. The BCRA changed its title to the Linstone Chine Management Company Ltd, as this name represented the interests of both Brambles Chine and the Cliff End development and was incorporated as a company. The group took over the estate in July 1984, with a condition that up to 50 further bungalows could be built by Tenasti. Each owner had an equal share in the 37.5 acre site apart from BC 241 and 242, which were sold freehold to the owners by the developer.

Since 1984, the estate has generally enjoyed a happier situation. The leadership of Roy Swallow,

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Alan Bowdery, Les Inwood and others and their great efforts has ensured that Brambles is here today and thriving. We lost two bungalows to erosion in 1990 but were able to build on two new plots in 2005. A further 10 bungalows were built at Cliff End in 1988 but no further development is likely, ensuring plenty of green spaces. The company has developed sports facilities for young and old alike over the past decade and many owners have taken the opportunity to upgrade their properties, externally and internally to a higher standard, with computers, washing machines, DVD players and so forth.

The company established its office in the former reception area in 1984, which now provides an operational base for the letting and administration service. The board has added entrance pillars, new drainage systems, new tarmacked estate roads, lighting and other improvements over the years. The club and swimming pool, which always struggled to gain member's support, closed in 2006 and in 2007 was sold to developers who allowed the site to deteriorate while they submitted various planning applications. None were acceptable to LCMC and all were rejected by Isle of Wight Council planners.

Following the bankruptcy of the owners the Company purchased the freehold of the former club site, for £150,000, in April 2012, with money kindly lent by many of its members.

The derelict buildings were eventually demolished in January/February 2017 in a project initiated and overseen by Rick Evans.

### HISTORY OF CLIFF END BATTERY

The following is a history of the Cliff End Battery and is reproduced by kind permission of the authors, Anthony Cantwell MA and Pete Sprack from their book *Solent Papers No 2: The Needles Defences* (1986) Copyright A R Cantwell and Peter Sprack 1986

*Abbreviations explained earlier in the original text and other military terms have been edited in.*

#### **Origins**

Although a sixteen-gun battery was suggested in 1774, the first recorded work here was a three-gun earthen battery of 1798, thrown up against the Napoleonic invasion threat. This earthwork soon decayed in peacetime. In 1854-6 a defensible guardhouse was built on the cliff-top to protect Fort Albert below from musketry fire from the slopes. So indefensible was this building that a fieldwork, enclosed by a ditch and surrounded by a palisade, was thrown up around it in 1858. This earthwork mounted eleven guns, three firing seawards, and had a brick caponier [*a work extending across a ditch, defending it with crossfire*] in the middle of the eastern ditch.

As the ship channel narrowed between Hurst Castle and Cliff End, the 1859 Royal Commission recommended a 20-gun barbette battery [*a barbette is a battery position where the protective parapet is low enough to fire over it without the need for embrasures – openings in the parapet or casemate front through which cannon could be fired; the casemate is a bombproof vault of brick or stone, usually covered with earth or concrete, which provided an emplacement for a gun, protecting it from plunging shell fire*] along the crest at Cliff End. A major problem was the instability of the slopes when wet, and over £18,000 was spent on draining them and building a sea wall. This was still going on in 1870 and is the main reason why no guns were emplaced until 1877. Originally intended for 9-inch RMLs [*rifled muzzle-loaders*], the battery was actually armed with more powerful weapons (three 10-inch RMLs on the right and six 12.5-inch RMLs on the left) so the delay was probably beneficial. The bomb proofed magazine lay centrally behind the 12.5-inch RMLs. The now useless guardhouse nevertheless survived until 1896 behind the 10-inch guns. A loop holed brick wall with caponiers at each end enclosed the battery, while a tunnel through the seaward rampart gave access to Fort Albert below.

In 1886, bomb proofed engine and submarine mining test rooms were built on the northern flank and five PF [*position-finding*] cells for plotting fire erected north of the battery. [In searchlight experiments in 1889-92], a fixed beam shone across the channel from the east of the battery while a fighting light was placed on the sea wall where six-pounder QF [*quick-firing guns*] and machine guns were also positioned experimentally. In 1898-9 a searchlight emplacement was built each side of the battery.

The outdated RMLs had too slow a rate of fire to cope with fast warships and were dismantled in 1899. In 1901, four 4.7-inch QF Mark IIIB were installed in new emplacements on the right of the battery to counter torpedo boats, and four 6-inch Mark VII on the left against cruisers. In 1903-4 a new engine room for three Hornsby oil engines was built north of the old one. It was extended in 1912 for a fourth engine and a concrete wall with a hexagonal blockhouse at the northwest corner erected around the engine room area.

In the absence of a barracks, old railway carriages or wooden huts were erected in both world wars for the garrison. During 1916, two 6-inch guns were removed and in 1918 two 4.7-inch QFs were transferred to the Yorkshire coast and the two remaining 6-inch dismantled. Two replacement 6-inch barrels were mounted in 1924, but meanwhile two experimental Mark XXI 6-inch guns were emplaced for trials from 1918 to 1926. Two more 4.7-inch QF were dismantled in 1929, leaving only two 4.7-inch and two 6-inch Mark VII for the use of Territorial summer camps. The remaining 4.7-inch guns were removed in September 1939 at the

## MEMBERS GUIDE

outbreak of the next war. Overhead covers were built on the 6-inch gun emplacements in December 1940. An old 3-inch AA [*anti-aircraft*] gun installed in 1939, was replaced by the inevitable 40mm Bofors in January 1944. Two searchlights in the old sea wall emplacement and three on Fort Albert were powered by four Ruston (later three Lister and one Ruston) diesels at Cliff End.

After the war, the two 6-inch guns went into care and maintenance until March 1951, when they were transferred to Bouldnor Battery. The searchlight equipment and engines were sold in January 1957 and the demilitarised site in due course was sold for bungalow development.

Much of the battery has since been demolished, leaving only the 4.7-inch emplacements, the BOP [*battery observation post*] of 1937 and the northern blockhouse standing in 1986.

### Launderette:

Open daily: 8 – 8  
Last wash: 7.00 pm

**Letting Service Charges: Details available from the office**

**Testing Services: Details available from the office**

**Winter Security rates: Details available from the office**

**Hire and Loan Service Rates: Details available from the office**

## FACTS SHEET

### List of Current directors:

Chairman/Communications Director

Finance Director	Nigel Eastment
HR Director	Nick Kenworthy
Site and Technical Director	Jane Bullen
	Ron Croucher

### Office opening hours, and personnel:

8.30 am to 4.00 pm, Monday to Friday.  
In the high season also open on Saturday.

Office Employees Sue Buckley and Amanda Gill

Grounds staff Barry Hill

### Shop opening hours:

Check in shop for opening and closing times