

## **LCMC RULES AND REGULATIONS (the “Bylaws”) - OWNERS’ GUIDE FOR 2023 - MEMBER’S RIGHTS AND RESPONSIBILITIES**

### **OWNERSHIP:**

Linstone Chine Management Company Limited (“LCMC”) owns the freehold of the estate known as “Linstone Chine Holiday Village” located in Freshwater on the Isle of Wight covering some 38 acres.

LCMC’s ownership includes all the company buildings, site structures and all the land other than that which comprises the “footprints” of the freehold bungalows.

Each registered member is a shareholder of LCMC and so is entitled to vote at General Meetings of the company.

- Linstone Chine Holiday Services Limited (“LCHS”) is an associated company of LCMC which operates a holiday letting service and provides optional services to owners such as winter security and Wi-Fi access.
- There are currently 278 bungalows within Linstone Chine Holiday Village of which most are freehold properties, but a few retain a leasehold title.
- A member is a person (or legal entity) who owns the freehold title to a property situated on the estate. A member’s rights and obligations are detailed in the freehold title to their property, the Deed of Covenant they must enter into before ownership in the property will be recognised by LCMC and in the rules and regulations as set out within this appendix as amended from time to time (the “Owners’ Guide”).
- No purchase or other transfer of title will be treated as effective in conferring voting rights and membership of LCMC unless the new owner has entered into a Deed of Covenant and an Electricity Supply Agreement. LCMC instructs a firm of solicitors to act on behalf of the company and the transfer of title requires the new owner to pay the legal fees for a Notice of Assignment, the Deed of Covenant and the Electricity Supply Agreement. Full details of all charges can be obtained from the office.
- A leasehold owner of a property in Linstone Chine Holiday Village is not admitted as a member of LCMC and will be subject to an annual ground rent of £10. At the expiry of the term of the lease the property reverts to LCMC. However, leasehold owners may be permitted to purchase the freehold of their property from LCMC and should notify the office of their interest in so doing. A leasehold owner is subject to the rights and obligations as detailed in their leasehold title to the property, the Electricity Supply Agreement and the Owners’ Guide and on purchasing the freehold will also be required to enter into a Deed of Covenant.

## LEGAL POINTS:

- The business of LCMC and LCHS is conducted in accordance with the requirements of the Companies Act 2006 (as amended from time to time).
- LCMC (number 01795342) and LCHS (number 02040960) are registered at Companies House as private companies, limited by Guarantee. The Memoranda and Articles of Association for each company forms their constitution and governs how they operate. Copies may be obtained from the office, hard copies being subject to payment of reasonable photocopying charges. Copies of the last year's published accounts for LCMC and LCHS are also available from the office on the same basis.
- LCMC and LCHS are required to adhere to the Data Protection Act 2018 which means that owners' names, addresses, email details and telephone numbers will only be disclosed where required or permitted by law or where disclosure has been consented to by the owner concerned.
- In the interests of site security, a CCTV system is in operation.
- In accordance with the planning permission for the estate, the title to all the properties and the individual Deeds of Covenant the site is shut, and properties may not be occupied by owners or any third parties, between 15 November to 19 December and 4 January to 14 February in any year (the "Closed Down Period"). For the avoidance of doubt, this means that lawful occupancy is limited to the stipulated period of 42 weeks per year. **Proceedings will be commenced against those owners who occupy, or permit third parties to occupy, their properties during the Closed Down Period which will include an application for an injunction and an order for costs in LCMC's favour.**
- Owners may address any concerns to the board of directors of LCMC via the directors' email account. Owners may also ask to discuss the matter personally with the directors through a "surgery" appointment to take place during the monthly board meeting for LCMC.
- LCMC and LCHS are aware of their respective obligations under the GDPR and members are referred to the policy on our website.

## DIRECTORSHIPS IN LCMC AND LCHS OR ANY ASSOCIATED OR GROUP COMPANY AS DEFINED UNDER THE COMPANIES ACT 2006 (AS AMENDED FROM TIME TO TIME) ("Group Company"):

- Subject to the conditions of the Companies Act 2006, only owners who are members may be elected by resolution at an Annual General Meeting ("AGM") to serve as directors of LCMC, LCHS or any other Group Company in accordance with the relevant company's Articles of Association.
- The above rule will not prohibit the employment by LCMC or LCHS (or any other Group Company) of any member(s) (other than one who is a director of any Group Company),

except that where the member in question is the spouse, partner or a dependant of a director such employment will require a resolution in favour by the membership.

- The board of LCMC, LCHS or any other Group Company may comprise of between 2 and 9 directors at any one time, all of whom shall be required to retire in rotation in accordance with the Memoranda and Articles of Association of the relevant Group Company. Any member, whose accounts are up to date and who is not considered to be, or have been, in breach of their Deed of Covenant or the Bylaws, may propose themselves (with two seconders) for the office of director to be considered at the next AGM. An application form may be obtained from the office and the member will be asked to attend a board meeting to discuss their application prior to it being submitted to the membership for consideration. All application forms must be submitted to the office at least 6 weeks prior to the AGM. The directors in office at any given time have the right to veto any such application and will provide the member concerned with a written explanation for so doing.
- Directors of the boards of LCMC and/or LCHS have the authority to engage contractors and/or purchase equipment/stock up to a maximum of £14,000 without prior recourse to the membership. This maximum may only be exceeded without the prior approval by the membership of the expenditure in question in emergency situations whereby delay may cause damage to personnel or property within Linstone Chine Holiday Village.
- Directors may invite members to form a Working Party to which consideration of a matter affecting the estate may be delegated and from which the board of directors of LCMC may receive recommendations.
- During the year if a post as director of any Group Company becomes vacant the board of directors of the relevant Group Company may co-opt a member to act as a director and his/her appointment(s) will be voted upon by the membership at the next AGM.
- Directors are ultimately answerable to the members for their decisions and actions through the process of re-election. Members' wishes are expressed by their ability to vote at

General Meetings but the elected board of directors of any Group Company has the authority to make day to day decisions based upon the most recent information available to them.

- Directors will not receive any remuneration other than the reimbursement of expenses.
- Directors are registered as officers of the relevant company at Companies House and are legally responsible for the proper conduct of any Group Company's affairs in accordance with the Memoranda and Articles of Association and the Companies Act 1986 (as amended from time to time).

### **CONDUCT OF GENERAL MEETINGS:**

Subject always to the overriding statutory obligations which govern the procedures of any General Meeting:

- To be quorate any General Meeting must be attended (in person or by proxy) by 20 members.
- Once a year at the AGM the membership will be asked to approve the previous year's audited accounts for LCMC and LCHS (or any other Group Company), their balance sheets, the reports of the directors and auditors, the re-election of the auditors and the Bylaws within the Owners' Guide.
- Members are entitled to cast such number of votes on any resolution proposed at a General Meeting as corresponds to their bungalow ownership i.e. one vote per property and may appoint proxies according to the rules set out in the voting papers. In the event of joint or several ownerships of any such property the member entitled to vote in person or by proxy on any resolution pertaining to the estate shall be the person first named on the membership register and certificate. This will correspond to the order of named persons in the Deed of Covenant entered into by the members when acquiring ownership of their property.
- Members may cast their votes in person by attendance at the General Meeting or by proxy. any proxy voting form must be received by the office no later than 48 hours before a General Meeting and the assigned votes will be logged to avoid double voting at the meeting. A proxy form may not be given directly to the nominated person who will be informed when they arrive at the General Meeting of the total number of votes they hold. A proxy can be removed by the member informing the office of this decision prior to the General Meeting.
- The AGM will be held no later than 15 months from the previous AGM and there will also be an Extraordinary General Meeting ("EGM") in or around October each year. At this EGM LCMC's budget for the forthcoming year, which will form the basis for the following years' service charge, will be presented to the membership for approval in person or by proxy.
- **Members' resolution**
- As well as formal resolutions proposed by the board of directors of any Group Company, members' resolutions may be considered by the membership at any General

Meeting. There are two ways in which such a resolution can be presented to the membership for consideration:

- Members may raise a matter for discussion at the next General Meeting under "Any Other Business" by way of submitting a written motion to the office at least 2 weeks prior to the relevant General Meeting. This motion must be signed by the proposer and seconded by another member. The motion will be circulated by email to those members for whom the office has an email address and hard copies will be posted to those members who do not with the postage costs to be met by the proposer in advance of posting. The proposer will be required to address the General Meeting before the Chairman calls for a "straw poll" by a show of hands of those members

present. Should this be carried in favour then the motion will be presented to the membership as a formal resolution and voted upon in person or by proxy at the next General Meeting.

- Members may want a matter to be raised at first instance as a formal resolution to be considered as a notified agenda item at the next General Meeting. To proceed in this manner the proposing member must have the support of 5% of the membership by way of a petition signed by the said members. This signed petition must be accompanied by a written statement from the proposing member which must be received by the office at least 42 days before the General Meeting at which it is to be considered. This statement, together with any comment on behalf of the board of LCMC, will be sent by email to those members for whom the office has an email address with hard copies being sent by post of those members who do not provided that the costs of so doing are met by the proposer in advance of posting. The resolution will be presented to the membership and voted upon in person or by proxy at the General Meeting.
- The directors may resolve not to allow a member's motion and/or resolution to proceed should they deem it to pertain to a matter or matters brought before the membership in the preceding 24 months subject always to the proposer having the ability to insist it be included and the written support of 5% of the total membership.
- Notwithstanding the above, should the directors consider any such proposal to be offensive, slanderous or otherwise not suitable for further distribution/publication they may determine not to circulate the same and will not permit it to proceed further. This decision will be final.
- Where appropriate a resolution passed by a majority of members will be treated as a Bylaw and incorporated into LCMC's Rules and Regulations.

#### **SITE RULES:**

- **ELECTRICITY & WATER** - LCMC is the sole supplier of electricity and water to the site and the supply systems and meters are the property of LCMC. The estate is a holiday site with a restricted electricity supply of 50amps at Cliff End and 40 amps at Brambles Chine. Consequently, those owners at Brambles Chine should use their gas supply for heating, hot water and cooking and all owners should be mindful not to overload the electricity supply system. No modification to the electricity network outside the bungalow is permitted, including but not limited to installing car charging sockets, solar panels and/or air conditioning units, without the prior written approval by the board of LCMC.
- **INTERNAL METERS, CONSUMER UNITS AND WATER STOP COCKS.** – Should be easily accessible for any necessary maintenance or testing by contractors or LCMC staff.

Access to essential equipment is the responsibility of the bungalow owners. LCMC will not be responsible for any issues, loss or damage arising from access problems which are often due to inappropriate kitchen modifications and fitted furniture.

- GAS - Owners of those properties which have a gas supply are responsible for their own supply contract with the relevant utility company. The pipe work is owned and maintained by Southern Gas Networks plc and any issues should be raised with them with LCMC copied in. All such installations must be checked by a Gas Safe Registered Contractor.
- WOOD BURNERS - No wood burning stoves may be installed in a property.
- LEGIONNAIRES ADVICE - All owners are advised that water appliances, such as showerheads, should be descaled and disinfected before their property is occupied after the Closed Down Period to avoid the risk of contamination by Legionnaires bacteria.
- ANNUAL SERVICE CHARGE - Service charge invoices are issued once a year and can be paid in two instalments as at 31 January and 31 July. After the first complete calendar year of membership, those members who pay the service charge by the due date will receive a discounted service charge for the following calendar year.

PAYMENT OF BILLS - All utility bills must be paid within 28 days and LCMC reserves the right to terminate the supply of electricity and/or water or to install "pay as you go" meters should an owner fail to make payment in full within 28 days of the date of the relevant invoice. Reconnection charges will be payable before any disconnected supply is reinstated. Electricity bills are sent to owners once a year and members receive this account with the papers for the October EGM. Water bills are issued twice a year and must be paid by 30 April and 31 October in the calendar year to which they relate. Payments may be made by direct transfer to LCMC's bank account (sort code 20-60-55/account number 00242799); or by credit card over the telephone or in person at the office; or by cheque made payable to LCMC Limited. A £10 charge will be administered should any cheque received be returned. When using online banking owners should use their bungalow number as the reference and cheques should have the bungalow number on the back. No cash payments will be accepted.

- COUNCIL TAX - All owners are required to register with the Isle of Wight Council and must pay the council tax on their property directly to the LA. Due to the fact that all year-round occupation is prohibited owners may apply for a discount to the Isle of Wight Council directly. Those owners who let their properties to third parties may be eligible for business rates as opposed to domestic Council Tax and should make enquires directly with the LA.
- POST - If an owner elects to receive post via Royal Mail at their holiday bungalow then they must make appropriate arrangements and mail cannot be accepted at the office unless it is clearly marked as C/O Linstone Chine Office, Monks Lane, Freshwater, Isle of Wight, PO40

9SU. Post received will be kept for one month and will then be returned into the Royal Mail system. Members cannot purchase postage stamps from the office.

- **INSURANCE** - All owners are required to obtain adequate insurance for their property and its contents.
- **TELEVISION** - All owners are required to purchase a television licence if watching live TV within the bungalow. Normal terrestrial TV aerials are permitted on the exterior of bungalows and should be fitted to poles fixed to the building. Satellite dishes may be fixed only to the bungalow's roof or the front elevation; not to the side or back walls.
- **CARS, CAMPERVANS AND PARKING** - Owners and guests must not park their vehicles on the estate's grassed areas. No campervans or caravanettes may be brought onto site unless this is the owner's only means of transport and the vehicle does not exceed 5 metres in length and 2.2 metres in height. There must be no overnight use of such vehicles and owners may be required to park the same in the central car park area by the office. Caravans may also not be parked anywhere on the estate and no tents may be put up. No vehicle should obstruct any of the estates' roads or access points or impact other owner/guests' enjoyment of their property.

**CLOSED PERIOD. As detailed above, the enforceable occupancy rules are:**

Non-occupancy from midnight on 14th Nov, to midnight on 19th Dec.

Occupancy from 20th Dec to 3rd Jan inclusive.

Non-occupancy from midnight on 3rd Jan, to midnight on 14<sup>th</sup> Feb.

**No vehicles may be left on site over the Closed Down Period** although permission may be granted for owners to park their cars in the central space by the office during the Closed Down Period at a charge of £20. Application forms may be obtained from the office and a set of keys left with the office.

No private, untaxed or uninsured vehicles or vehicles subject to SORN (Statutory Off-Road Notices) may be left on site at any time.

Boats up to 16 feet in length may be parked at the owner's risk on LCMC's land outside the

Closed Down Period with the prior written permission of LCMC, subject to the completion of an application form and the payment of £50.

**NON-MEMBERS CARS** - Only vehicles belonging to members and their visitors, family and friends, who are staying in a site bungalow can be parked on the site. It is not permitted for

any vehicle owned or driven by either family members or friends to remain on site other than when they are visiting.

A member will be required to arrange for the immediate removal of any vehicle which is being used or parked in any manner that is determined by the directors and/or office staff to be contrary to the best interests of our holiday site.

- TIDYNESS AND "CLUTTER" - All bungalows, patios and gardens must be kept clean and tidy and the exterior of the bungalow should be kept in good decorative order. No step ladders, children's toys, refuse, domestic or garden machinery or equipment are to be left outside. If

LCMC consider that the bungalow and surrounding area is below an acceptable standard the owner will be asked to remedy the situation and if this does not take place within 14 days LCMC will take necessary action at a minimum cost of £20 to the owner concerned PLUS the cost of any contractor required .

Bicycles are not to be stored outside bungalows without prior permission of LCMC. Where such permission is granted the bicycles must be neatly stored at the owner's risk and removed during the Closed Down Period or when the bungalow is not occupied.

- BLOCKED DRAINS - Owners who experience a blocked drain during office hours should contact the office but if the problem arises outside office hours owners should call Dyno-Rod direct on 01983 897635.

In any circumstance, if the engineer's report confirms the problem was within a bungalow, or in an isolated section of pipe serving only that bungalow, the bungalow owner will have to pay Dyno-Rod's invoice (current charges circa £120 plus VAT). LCMC will only meet Dyno-Rod's charges if pipework is at fault or if it is deemed to be a general blockage that could have been caused, or contributed to, by several bungalows.

- PERMITTED USE OF COMPANY LAND - Members only own the footprint of their property and anything located outside the bungalow is on LCMC land. Ownership is strictly subject to the Bylaws.

Properties are to be used for the purpose only of holiday accommodation and may not be used for other purposes including those of a business nature.

SIGNS - Advertisements must not be erected on or around a bungalow save that "to let" or "for sale" notices may be displayed in the bungalow's windows.

#### EXTERNAL STRUCTURES – PATIOS, GARDENS ETC.

Any patios, gardens, pathways, washing lines/dryers, tents, dividing fences/walls between properties, brick planters, storage boxes or any other fixture (be it temporary or permanent) may not be built or erected without the written prior approval of LCMC.

- No dividing fence or wall or brick planter may exceed 9 ft in length, 18 inches in width and 19 inches in height.
- Any planters must be made of bricks which match the walls of the bungalow and must not contain plants which exceed 3ft above the height of the planter. In



addition, a trellis of up to 3ft high which is the same length as the planter may be erected.

- Planters along the side of the bungalow are not to project outside the line of the bungalow.
- Front patios may not exceed 9-ft/2.75m from the front wall and may extend along the side by a maximum of 3 feet/90cms and along the back by a maximum of 4 feet 6 inches/137cms. Patios must be constructed of paving slabs and decking is not permitted.
- Patio levels must be designed in all cases so that wherever possible they are level with the grass for ease of mowing.
- Washing lines/dryers must be of the rotary type and must have a ground socket just below the grass level to avoid damage by grass mowing. Other bungalow owner's views should not be obstructed by any dryer which should be located at the rear of the bungalow. Washing dryers should be removed when not in use and in particular are not to be left outside during the Closed Down Period unless secured to the side or back walls of the property.
- No external fitted or hanging equipment of any kind can be installed without explicit company permission. This includes water softeners and air-conditioning units
  
- Kennels, garden sheds and canvas structures/awnings are not permitted.
  
- STORAGE BOXES - No storage boxes may be erected other than upon raised paving stones or a concrete slab which must extend 6 inches beyond the three sides of the said box with the fourth side secured against the side or back wall of the property. This is to safeguard the box from damage caused by mowing or strimming for which LCMC accepts no liability. The storage boxes may not exceed one per property and the top must be below the bedroom window height. The maximum dimensions are 111cm in height x 148cms in width x 84cms in depth. Storage boxes which do not conform to these requirements will be removed and the costs of so doing will be those of the owner concerned.
- HOME IMPROVEMENTS AND ALTERATIONS - Each owner must submit a written application form to the office together with a plan or diagram of any structure or planned alteration. Any decision made on any such applications is at the discretion of LCMC and final. Should an owner contravene this rule the owner will be asked to remove the said work/structure and if the owner fails to do so LCMC will remove the same and charge the owner concerned for the costs of so doing.

It is important that consistency across the estate is maintained and, therefore, no external cladding may be added to a bungalow without prior written permission and no extensions may be built under any circumstances.

Those owners who wish to replace the frontage on their bungalow must adhere to the following requirements:

- A written application along with a sketch of what work is intended must be submitted for consideration and the written approval of LCMC obtained before any alterations may take place;
- The colour of the existing uPVC/wood cannot be changed without the prior written approval of LCMC and should match the existing basic original designs of either flat or peaked roofs;
- The fascia above the frontage can be replaced with uPVC/wood to complement the new frontage;
- The entrance door can be located in any position along the frontage and sliding doors are acceptable;
- Doors may be constructed so as to open inwards or outwards;
- Opening windows of any size and combination can be included in the design;
- Solid or glass (clear or patterned) can be employed in the bottom panels of the door and window areas;
- Doors and window should be multi-locking to comply with usual insurance requirements;
- Sills should be above the building's damp course unless special measures are employed to ensure the integrity of the damp course;
- No awnings can be fitted to the fascia or frontage without the prior written approval of LCMC; and
- Outside /security lighting can be fitted to the fascia or frontage without the prior written approval of LCMC providing they are PIR lights and no greater than 10-watt LED/700 lumens.

**In addition, before undertaking any work on the exterior of any property, patios or constructing dividing fences/walls or planters the owner concerned must secure the written agreement to the proposed work from the owners of the adjoining bungalows.**

CONTRACTORS ON SITE. If builders/contractors require a skip these may be located temporarily on LCMC's land with the location to be agreed upon by LCMC in advance. All contractors must carry public liability and employer's liability insurance before commencing

work on site and owners will be held responsible for ensuring this is in place. The contractors must also indemnify the owner and LCMC for any damage caused to persons or property by their presence on site or in connection with the work they are engaged to perform.

When refurbishing a bungalow, owners and the contractors are required to cover unsightly material so as to preserve the beauty of the site for all and to remove such materials as quickly as possible.

- CONSTRUCTION WORKS DURING THE CLOSED DOWN PERIOD - If maintenance work is required in any property during the Closed Down Period, please notify the office in advance as to the dates of such work.

- ROOFS & POTENTIAL STORM DAMAGE

BRAMBLES CHINE: The majority of the properties in Brambles Chine have flat felt roofs and can only be replaced on a like for like basis. Where possible adjoining bungalows should be re-roofed together for consistency. Those that have a sloping tiled roof can only be replaced on a like for like basis and no protrusions or changes to the roof line are permitted.

CLIFF END: Cliff End bungalows are fitted with sloping tiled roofs. These can only be replaced on a like for like basis and no protrusions or changes to the roof line are permitted.

**NOTE: All areas of the estate can be subject to extreme winds, particularly during the Closed Down Period; roofs, windows, coping tiles and exposed brickworks are particularly vulnerable and are the responsibility of each owner. Clean up and "make secure" charges incurred by LCMC may be recharged to the relevant owner.**

- NEIGHBOURS - Any barbecues and parked cars must not interfere with other owners/guests' enjoyment of the site, which includes the views from their properties. No owner/guest should commit any act which causes or may cause damage or nuisance or annoyance or disturbance to owners/guests. The use of BBQs is permitted but must be on the bungalow's patio and not on the surrounding grass. Owners and guests are asked to be considerate of their neighbours when using their barbecues.

All owners and authorised guests have rights of way across the estate but are urged to respect the privacy of others by avoiding passing close to, or across, the patios of other bungalows. Owners who experience or witness antisocial behaviour on site by owners, visitors or other third parties should report such incidents to the office and if appropriate to the police.

No fireworks are permitted on the estate.

Owners and guests may not kite surf off the estate or use drones, hand gliders or other flying devices. Care should be taken when kite flying, and owners and guests need to avoid the danger of any such equipment touching overhead electricity supply lines.

Owners should endeavour to settle any dispute between themselves but if unable to do so should refer the matter to LCMC and LCMC's decision will be final.

- EMERGENCY REPAIRS - Should emergency work be required on a property the office will contact the owner if possible but LCMC reserves the right to arrange for emergency repairs at the owner's cost if immediate action must be taken and the owner cannot be contacted.
- DOGS AND PETS - Only owners' dogs are permitted on site and must be kept on a lead at all times other than where permitted to be off lead in the gorse field. Dog poo bins are located across the estate and owners are required to clean up after their dogs.

No animals other than domestic pets may be brought onto the site.

- WATER LEAKS - Owners are asked to report any water leaks to the office such as waste water flowing into the drain of an unoccupied bungalow or a permanently wet area of grass.
- OFFICE - Staffing levels permitting, the office is open Monday to Friday between 8.30am and 4pm as well as during those hours on a number of Saturdays in the high season.

Emergency Numbers are listed on the office door. Should a member of staff be called out there may be a £40 attendance charge made to the owner concerned if the matter is a personal one rather than one which relates to site management. Actual or suspected criminal activity should be reported directly to the Police with the office being informed as soon as possible.

LCMC strongly recommends that all owners lodge a key to their property with the office which will be kept in a secured safe and only used in an emergency. These keys may be released for deliveries or maintenance work with the written authorisation of the owner of the property.

The office staff will endeavour to support owners and their guests in answering questions about the site and the Island, but any complaints must be directed in writing to the directors' email account.

MEMBERS' CONTACT DETAILS – It is the owners responsibility to ensure the office has current phone and home address details.

- SITE FACILITIES –
  - LAUNDRY - There is a coin operated launderette on site which is open to owners and guests during the hours posted at the entrance to be found behind the office other than during the Closed Down Period. The office does not hold a stock of coins and so before using the laundrette owners and guests need to ensure they have the correct coins.
  - ELECTRIC CAR CHARGING – Currently there are two charging points at both Brambles Chine and Cliff End. Instructions are posted at each site, including payment terms. External power points can only be installed with the permission of the company and trailing leads are a clear 'trip hazard'. Electric vehicles will

increasingly become the norm. Members with specific charging issues should contact the office for advice.

- **SPORTS AND PLAY AREAS** - Owners and their guests may also enjoy Linstone Chine's children's play equipment, gym trial, pitch and putt, crazy golf and nine-hole golf course facilities.

Children should be supervised when using the play equipment or other site facilities, including when cycling around the estate roads. No owner or guest should climb onto the Cliff End Battery and should take care at cliff edges or when using the slip way to the beach.

**LOCAL FACILITIES** - In addition, temporary membership of the Conservative Club in Freshwater can be purchased from the office at discounted rates.

- **BIN AREAS** - The estate has two bin areas (one at Cliff End by the electricity substation and the other by the office at Brambles Chine).

The bins are of two types, one for **household** general waste and the other for **household** recyclable waste. Each category of refuse is collected by the LA on alternative Mondays.

**No furniture, electrical equipment, builders waste, plasterboard, oil, bulk items, carpets or soft furnishings may be deposited on site.**

Owners are required to take such items to the Household Waste Recycling Plant at Afton Road, Freshwater, PO40 9TP.

Owners should contact the Plant directly to ascertain opening hours and/or to book a slot. Alternatively, bulk items can be collected by the Isle of Wight Council and owners should make the necessary arrangements with the LA directly; the email address can be found on the LA's website. The bin areas are monitored and items which are not suitable for domestic collection will be returned to the owner concerned.

- **WINTER SECURITY** - Through LCHS all owners may purchase security inspections throughout the Closed Down Period. Details of the services available, and the charges, are sent to owners in the Autumn and for members they receive this with the paperwork for the EGM. These arrangements include a drain down service. Those owners who do not retain LCHS to arrange drain down must ensure that their tanks are emptied, and the internal stop cock turned off before the Closed Down Period commences. In addition, LCMC retains an external security services company to carry out security inspections at night during the Closed Down Period.

**WIGHTLINK TRAVEL** - LCMC has an arrangement in place with Wightlink Ferries which enables owners, their family members and guests to discounted ferry tickets. Details are circulated to members annually with the papers for the EGM.

Authorisation letters are issued once yearly. Replacement letters can only be re-issued once and are subject to a charge.

Alternatively, eligible owners may purchase residents' Multilink tickets from Wightlink direct.

### **HOLIDAY LETTINGS:**

- Linstone Chine will handle all practical and legal aspects of holiday lets for owners through its dedicated holiday letting service run by LCHS. Please contact the office for details of this service including rental rates and charges. Any property is subject to an inspection by the office staff prior to being admitted into the letting service and public liability insurance must be procured. Bungalows will also be inspected by a representative of the Tourist Board. The Linstone Chine website contains holiday letting information and is updated regularly. LCHC also uses other relevant publications to advertise its letting service.

Owners may also let their bungalows personally or via an independent agent, but will not have access to company linen, towels and cleaning. Owners who let their properties to guests need to meet the requirements of the Trading Standards Regulations which can be found on the trading standards/gov.uk website. Members who join LCHS can be confident that lettings comply with legal requirements.

- Owners must ensure that all electrical appliances are safe to use in accordance with the Electrical Equipment (Safety) Regulations 1994 and evidence of Portable Appliance Testing

("PAT") for each appliance is required annually. For members of LCHS the office will organise PAT on their behalf on an "at cost" basis but owners who let their bungalows privately must make sure a formal inspection and testing process is undertaken by a suitably qualified third party, for example a NICEIC Approved Contractor. Any bungalow with a gas supply which is rented out to guests must by law have a current safety certificate supplied by a Gas Safe Registered Specialist and all rented properties must also have a current fire equipment certificate. Again, for those owners who rent their bungalows to guests through LCHS the necessary certificates will be obtained by the office, but private landlords must make their own arrangements. All owners are required to produce an Access Statement and Risk Assessment. The office can provide guidance as to the format and content of such documents for those owners you use LCHS.

- **NB - Guests may not bring any animals onto the estate.**

### **PROPERTY SALES**

- Properties may be sold privately or by using the LCMC office to market the bungalow via advertising on site. Any private sales must be notified to the office at the time an offer is made, or when a transfer in other circumstance is in contemplation, and once agreed, the completion date must be confirmed in writing to the office. Where LCMC deals with sales, enquiries and showings a commission of £750 will be payable upon completion. An initial £50 non-refundable is required, which will be deducted from the total commission on completion.

- In addition, and in all cases, a 1% levy is payable on completion to LCMC in accordance with the Deed of Covenant unless the transfer of title is by way of probate.
- It is for the purchaser and vendor to agree any apportionment for service charge, water rates and Council Tax. The office is to be notified of the completion date so that an electricity reading may be taken which will be sent to the vendor for immediate payment. For any property which has a supply of gas this service must be dealt with by the vendor and purchaser with the supplier direct. Any private telephone rental or Wi-Fi agreements must be dealt with by the vendor and purchaser.

### **HISTORY OF THE LINSTONE CHINE HOLIDAY VILLAGE AND LINSTONE CHINE MANAGEMENT COMPANY LIMITED (“LCMC”)**

The site, formerly Brambles Chine Holiday Camp, was developed from 1974 onwards by a number of Croydon based companies. New bungalows were sold on 20-year leases for around £4,500 each, with an annual ground rent, 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 an additional payment of £1,750.

However, even with annual service charges increased to £210 pa, site maintenance was poor and no improvements were being made to the site or roads. In spite of promises from the landlord and developers to effect proper repairs, the unadopted Monks Lane approach road became very rutted. Concerned bungalow owners formed the Brambles Chine Resident’s Association (“BCRA”), to have a collective voice on the need for improvements and to protect their property interests.

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. Few improvements were made and the state of Monks lane deteriorated further; to a point where the road became so rutted that owners had to contribute £50 each to effect repairs. This was completed in 1981, with a complete resurfacing.

The developers attempted to generate income by building further bungalows on the current playing field and at Cliff End. The BCRA and other owners felt that the additional properties would be an over development of the estate and did not trust the developers to invest the proceeds into improving and maintaining the estate. The BCRA objected to the 1979 and 1982 applications, mainly based on the heavier use of an already inadequate 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, which resulted in the grass cutting equipment being repossessed by the bailiffs. The BCRA and other owners were increasingly concerned about their properties, since even the grass could not now be cut. The BCRA attempted to 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 them further concern. The BCRA 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 additional contributions for

road repairs and some directors of the BCRA had to give personal guarantees to the Electricity Board by way of a bond to guarantee supply.

The BCRA continued to negotiate with the developers and was given an initial price of £450,000 for the freehold, which was eventually re-negotiated to £50,000 by the BCRA. The BCRA changed its title to the LCMC, as this name represented the interests of both Brambles Chine and the Cliff End development and was incorporated as a company. LCMC 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, where the freehold had already been sold to the owners by the developer.

In 1984 the company established its office in the former reception area, to provide an operational base for site administration and the holiday services side of the business. Under the leadership and efforts of a group of members appointed as directors of LCMC (including Roy Swallow, Alan Bowderly

& Les Inwood) the standards of the site were much improved, with various sports and play facilities being introduced. Over the years various boards of directors introduced entrance pillars, drainage systems, tarmacked estate roads, and lighting; and many owners have taken the opportunity to upgrade their properties, externally and internally. NOTE: While the site has been improved and developed, it should always be remembered that bungalow construction and site infrastructure, particularly electrical supply, is only appropriate for holiday occupancy.

A further 10 bungalows were built at Cliff End in 1988 but under LCMC's control no further development is likely, preserving the site's green spaces for the future. Three bungalows have been lost to erosion; BC184 and 185 in 1990 and BC220 in 2020. Two new plots were built on in 2005.

The club and swimming pool complex, which always struggled to gain members' support, closed in 2006 and in 2007 was sold to developers who allowed the premises 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 developers, LCMC purchased the freehold of the former clubhouse site, for £150,000, in April 2012. This acquisition was only possible because of "interest free" loans from members combined with the sale proceeds of two company owned bungalows. The derelict clubhouse site remained an eyesore while development options were being investigated. Eventually it was agreed to just demolish the buildings in January/February 2017 in a project initiated and overseen by a director of LCMC. (Rick Evans)

Since 2015 the current board has restructured LCMC, reducing staff numbers by outsourcing groundstaff and financial roles, also taking on many management roles themselves. This resulted in significant reduction in costs and money saved, which has been re-invested in the site. Improvements made include resurfacing all of Monks Lane over two years (2019/2020), new play area, Gym Trail, office refurbishment, new burglar alarm and CCTV systems.

Removal of the derelict clubhouse in particular initiated a revival of the site, which when combined with other improvements has led to an increase in site property values, to the benefit of all members.



## 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 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.

**PLEASE NOTE: While the history is interesting and much of the cliff top battery remains, it is not safe. The site is fenced off and there is NO ACCESS PERMITTED**

**Updated April 2023 – Approved at the AGM on 29<sup>th</sup> April 2023.**