

# BEDFORD TOWERS LEASEHOLDERS' & RESIDENTS' GUIDE

July 2024

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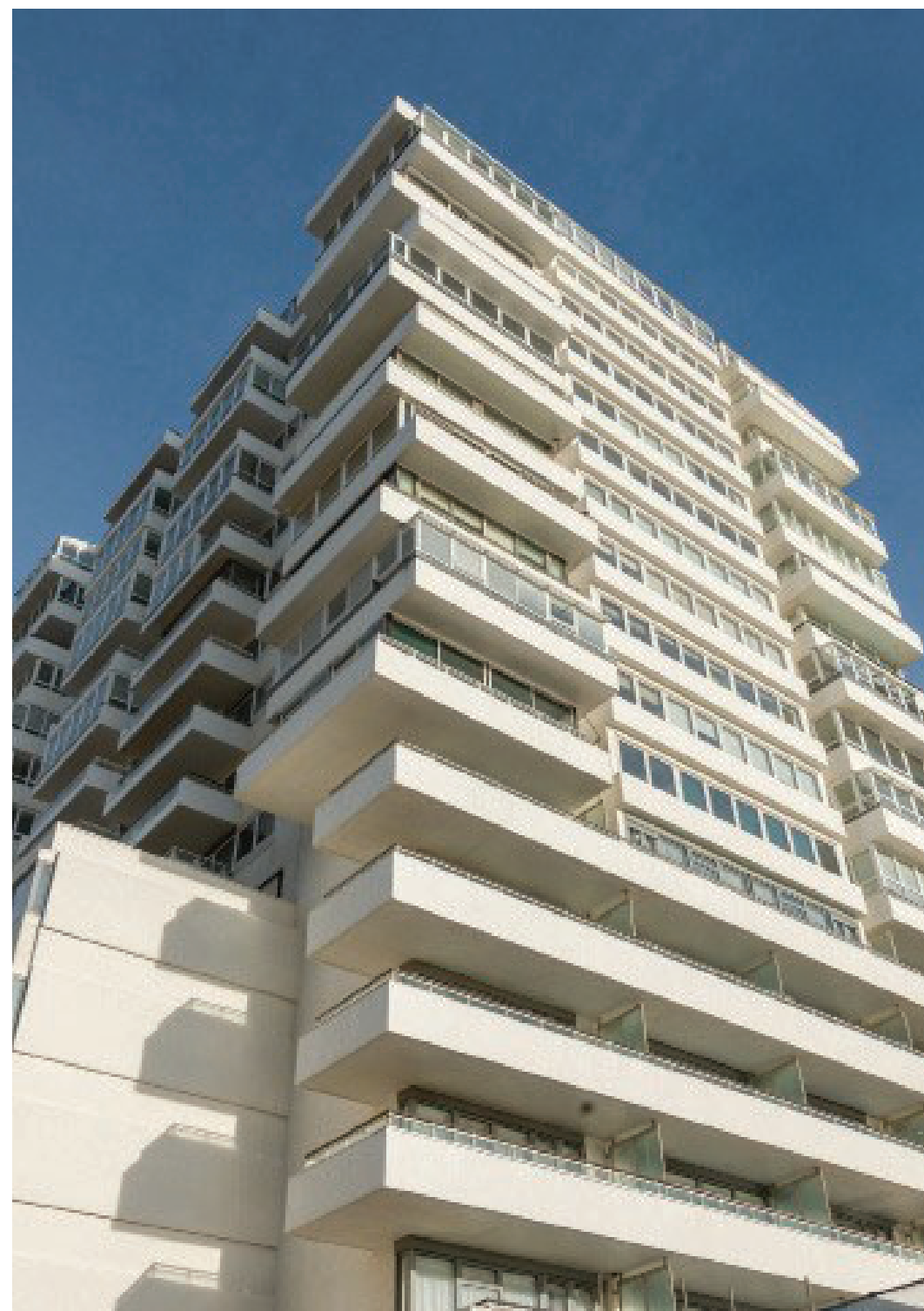
## Disclaimer

This guide has been assembled, created and produced by Graham Strand, Leaseholder for the past 19 years, ex BTLA Committee Chair and current Associate who is now retired. He believes that the information contained may be of some benefit to Leaseholders, both short and long term, as well as buyers and sellers in the future.

It is not intended to be a legally binding document but just a guide with the intention of helping leaseholders and residents with being able to live a satisfying, informed and happier life during their time at Bedford Towers.

As this is a new distribution of the Guide, there may well be some errors and omissions, questions and comments. They would be welcome so please email him at [membership@bedfordtowersbrighton.com](mailto:membership@bedfordtowersbrighton.com)

Contributions, documents etc contributed by others are acknowledged.



# BEDFORD TOWERS LEASEHOLDERS' & RESIDENTS' GUIDE

## 1. Introduction

The purpose of this document is to provide an information guide for new and long-term residents of Bedford Towers. In particular:

- Define the relationship with our neighbours, the Freeholder and the Managing Agent.
- Foster good communal relationships between Leaseholders and other residents with the day-to-day issues that affect everyone.
- Neighbourly cooperation and consideration will help create a better and more enjoyable environment for us all to share.

The information in this document is believed to be correct at the time of compilation.

## 2. The Freehold

The freehold is owned by Stardon (Brighton West Pier) Ltd. In August 2015 this Company became a subsidiary of Kew Green Hotels which in turn became a subsidiary of HK-CTS Metropark Hotels and Co. itself a subsidiary of China National Travel Service Group.

## 3. The Bedford Towers Leaseholders Association (BTLA)

### 3.1 The benefits of joining the BTLA

BTLA is a formally recognised residents' association and is therefore enabled (amongst other privileges) to:

- Obtain information about service charge accounts.
- Be consulted about the landlord's choice when appointing managing agents.
- Be notified by the landlord of proposed major works (Section 20 notices) and receive copies of estimates etc.
- Submit details of contractors which the landlord must consider before embarking on major work projects.
- Appoint a surveyor under the Housing Act 1996 for the purposes of a management audit.

It is important to remember that these are entitlements over and above those available to individual Leaseholders. For instance, the Bedford Towers lease states that individual Leaseholders may not challenge or object to any costs on the grounds that the work could have been performed at a lower price. In contrast the BTLA with the application of points 3 and 4 above becomes involved with any major works at an early stage and is able both to challenge and to object and to propose alternatives. Paid up members of the BTLA are able through the committee to be engaged in these processes and benefit accordingly.

### 3.2 Voting rights and Membership

The Membership fee is payable for one year or any part thereof. The Membership year runs from October to September every year.

Membership allows for one vote on any voting occasion per flat. Application for Membership can be made by email to [membership@bedfordtowersbrighton.com](mailto:membership@bedfordtowersbrighton.com).

The AGM is generally held during late October or early November in one of the hotel conference rooms.

There is an optional standard form of authority that leaseholders are asked to sign that signifies agreement for the BTLA Committee to act on behalf of Members and also to agree to an amount of a £200 one off call in the event that professional fees are about to be incurred on behalf of Members interests.

The BTLA is a recognised Association within the meaning as described in the Recognised Tenants' Associations (s.29 Landlord and Tenant Act 1985). The BTLA is a member of the Federation of Private Residents Associations (FPRA). This organisation will provide support and guidance if requested to do so by the Committee.

The yearly contribution to the maintenance charge fund account, invoiced half yearly in September/March, is set prior to September each year by the Managing Agent in consultation with the BTLA Committee when the state of the current balance of funds and the forecast expense for the coming years is taken into account.

### 3.3 The Lease, a Summary and reference to Appendix 6

All Leaseholders of Bedford Towers are bound by the terms of the Lease which is a legal document signed by all owners at the time of purchase. During 2011/12 the majority of the leases were extended to terminate in 2183. If you are renting out a flat in Bedford Towers you must adhere to the terms and provisions of the Lease. It is expressly the Leaseholder's responsibility to ensure that their tenants comply with all regulations. This summary and details included in this document does not replace the Lease, it is intended only as a plain English informal guide. In the case of a dispute the Lease will be used, and this Guide will have no status.

## 4. General contact information and Managing Agent

At the time of writing this guide the Managing Agent is, Pinnacle Group, located at 8th Floor, Holborn Tower, 137-144 High Holborn, London WC1V 6PL Telephone No. 020 7017 2000, email [bedfordtowers@pinnaclegroup.co.uk](mailto:bedfordtowers@pinnaclegroup.co.uk). This firm is employed by the Landlord/Freeholder. The cost of the contract is charged to the Leaseholders and is included within the service charges. A Partner and/or a property manager is assigned to Bedford Towers. They are responsible for the smooth running of Bedford Towers both long and short term. For example, this is the person that in the event that a Leaseholder requires a license from the Landlord to carry out alterations to their flat, will be the initial contact and they will advise what is required and liaise with the Landlord's solicitor in the first instance. Leaseholders are reminded here that alterations may need planning permission from Brighton and Hove City Council Planning as well.

## 5. Bedford Towers passenger and Goods/Service Lifts

### 5.1 Passenger Lifts

There is a code to enable use of the passenger lifts. The code is subject to change from time to time. The code is obtainable from the concierge. Residents are requested to be discrete when distributing the code for security reasons.

In the event of a problem with these passenger lifts, the points of contact should be the concierges' desk, then the servicing Company for the lifts and emergency 24-hour call outs then the Managing Agent. This service is currently provided by Ascent Lifts contactable on 01273 297989. There is an emergency phone line installed to the lift cabins.

The Residents passenger lifts are not to be used by Contractors who are carrying out works within Bedford Towers. They are for passenger and light luggage only.

There is a service lift for other requirements, see below.

All the costs relating to passenger lifts are charged to the service charge account.

### 5.2 Service/Goods Lift

There is a code to enable use of the Goods/Service lift. This code is subject to change from time to time. The code can be obtained from the hotel reception desk or from the concierge in the Cavendish Place Reception.

In the event of a problem with this lift it should be reported to the hotel reception desk. The goods lift is for people who use mobility scooters, wheelchairs and other mobility aids that will not fit in the passenger lifts and any bulky possessions such as suitcases or when moving in/out of a flat.

Secondly, the lift is for use by Contractors delivering tools, heavy equipment of any kind, any materials, for removing debris and the removal services. It must be swept out after use and generally respected. This lift provides access to the car park and is shared with Holiday Inn guests. It must not be jammed open for any extended length of time as this causes great inconvenience to all users, both Bedford Towers, hotel guests and the hotel house keepers. A proportion of the service/goods lift related costs are charged to the service charge account. This lift is due to be replaced during 2024 due to its age & resultant unreliability, the formal process (Section 20) commenced in January 2024.

## 6. Modifying your flat

### 6.1 Approval for modifications to your flat

For normal painting and decorating no approval is required but if you are making changes to any of the structures such as breaking down walls or moving sanitary installations then prior approval must be obtained from the Freeholder via the Managing Agent.

Before granting approval the Freeholder in turn will expect the applicant to obtain formal permission for the work from the local authority – typically satisfying Building Regulations and Planning Permission obligations.

- Building Regulations set standards for the design and construction of buildings addressing items such as safety and health, fire regulations, disability access, fuel and power conservation and the like.
- Planning Permission will be needed if you are changing the external façade – enclosing or changing a balcony or changing windows etc.

For many types of building work, separate permission under both regimes (separate processes) will be required. For other building work, such as internal alterations, Buildings Regulations approval only will probably be needed.

The Managing Agent will be able to advise regarding the required procedures, and the Freeholder's solicitor will update the lease accordingly for which a fee will be charged. Not following these requirements will lead to difficulties and delays when it is decided to sell the flat at some time in the future.

### 6.2 Modifications and code of conduct

There is a directive/code of conduct which has been provided by the Managing Agent which gives information to be handed to any building Contractors who are commissioned to carry out works within a flat. Some of the Information is extracted from the lease but there are additional requirements aimed at preserving the integrity of the building décor in the common areas of Bedford Towers.

There is also a form of letter which the Contractor should be asked to provide to all residents prior to noisy work being undertaken.

## 7. Holiday Inn Building and Maintenance Manager

The Building and Maintenance Manager is a Holiday Inn employee. Bedford Towers Leaseholders pay 1/3 of the costs via the service charges.

This manager has knowledge of the infrastructure of the hotel and Bedford Towers and can be contacted directly on 01273 828278, via the hotel reception desk or via the Managing Agent.

Information can be provided, and guidance given regarding common services such as heating, water and electricity/gas services.

Email address is [maintenance@hibrighton.com](mailto:maintenance@hibrighton.com)

## 8. Holiday Inn discounts and room service

The Holiday Inn offer drinks and food in the eating areas at a 20% discount for Bedford Towers' residents. As the staff in these areas can be transient, a request will generally be needed to take advantage of this arrangement. Passes per flat are issued by the Hotel for identification when requesting services or late-night secure entry when the hotel front doors are locked. A pass can be requested from [membership@bedfordtowersbrighton.com](mailto:membership@bedfordtowersbrighton.com).



Room service can be provided by the Holiday Inn upon request. It is best to check the availability of the service with the restaurant/front desk staff before making a commitment as the policy and restrictions surrounding this service and its availability are subject to alteration.

## 9. Accessibility for Disabled persons

Disabled persons access is via the Holiday Inn. On the left-hand side of the hotel in Cavendish Place there is a level access entry point. From there proceed to the main entrance where there are two push button operated sliding doors for entering the hotel reception area. The service lift is then easily reached.

## 10. Concierge, use and duties, Cavendish Place entrance

The duty concierge is supplied by Isadora Services and is located in Cavendish Place reception. Direct Tel No 01273 324715 or Isadora Services Ltd can be contacted on 07727 178447. All the Concierge cost is charged to the service charge account.

See [Appendix 5](#) for details of the concierge service provision.

Delivered goods can be left at the desk. When there is nobody in attendance and a delivery is noted, it is considered neighbourly to take a moment and deliver it personally to the addressee or advise the recipient via the WhatsApp message App thereby helping to remove the possibility of theft. The WhatsApp App is named Bedford Towers Support. Residents may join and leave as they wish. Leaseholders have a separate WhatsApp service. Contact [membership@bedfordtowersbrighton.com](mailto:membership@bedfordtowersbrighton.com) to be added to either or both WhatsApp group.

## 11 Refuse collections & re-cycling

Morning refuse collections are made Monday through Saturday from the cupboard beside the front door of each flat. Large boxes and cardboard should be taken to the on-street bins in Cavendish Place by the resident themselves to lessen the fire risk and keep the common areas clear.

### 11.1 Separating

1. Unwanted material should be separated into:
2. Household refuse non-recyclable, glass.
3. Tins/plastic/paper/cardboard to enable recycling as appropriate.

The categories 2 and 3 should be cleaned before putting out so as to avoid unpleasant smells and spillage within the common areas.

### 11.2 Leaving Out

On no account must refuse of any kind be left outside the cupboards or outside front doors or anywhere within the common areas, (service lift areas, passenger lifts, fire escapes or Cavendish Place entrance). If the flat has a storage cupboard that has been used for a reason other than refuse storage, then it is the responsibility of the Leaseholder to ensure all refuse is taken out to the on-street collection bins in Cavendish Place. Please DO NOT LEAVE refuse anywhere else as it will cause a

health hazard, trip hazard, and FIRE hazard within Bedford Towers. Leaseholders who make their flats available for rent MUST make certain that their tenants are aware of these requirements. When taking sacks to the on-street bins, care must be taken to ensure they are not leaking thereby damaging floor coverings in any area, notably in the Cavendish Place entrance.

### 11.3 Recycling and rubbish tips

The Brighton and Hove City Council website has information about opening times and locations.

<https://www.brighton-hove.gov.uk/rubbish-recycling-and-streets/recycling/get-access-city-recycling-sites>

## 12 Current communal utility services: heating and hot water.

The following must be read with the knowledge that there are changes coming which are currently in the planning stage to modernise and thereby make more efficient use of fuels, water and control costs.

Domestic hot water is supplied by gas boilers located in the sub-basement and it is a communal system. The cost of heating this water is charged to the service charge account. Central heating hot water is supplied by gas boilers in the sub-basement, and it is also a communal system. The central heating is regulated by the outside temperature the whole year round but during this time the heated towel rails remain on. Leaseholders are strongly advised to action any repairs/alterations to their individual system during summertime.

Water has to be drained down to effect a change and it is an expensive cost to do this when the heating is on. It also causes discomfort for residents when heating has to be turned off during the colder months. The cost of the central heating system is charged to the service charge account. The Penthouse flats have their own central heating system, and this is charged separately. All residents are asked to be mindful of the costs of heating Bedford Towers and use the heating in a fair and reasonable way. For example, turn the radiators off when there is sufficient heat to make your environment warm and do not leave them on and open a window to lower the temperature! Also make sure that temperature control valves are fitted to all radiators.

Drinking water is supplied to the kitchens only, it is strongly recommended that only this supply is used for drinking water. Bathroom and toilet water are supplied from another source. Both supplies are communal systems, and the costs are charged to the service charge account so please be careful with the amount used.

Gas, if supplied to the flat, is the resident's responsibility. Electricity supplied to the flats is the resident's responsibility. Common area lighting is charged to the service charge account. The water systems described above are all subject to major changes in the future as the existing ones are tired and inefficient and therefore due to be modernised by moving away from communal to individual management and payment.

### 13. Kitchens

The communal kitchens on each floor are no longer in use. They were unused and were considered a potential source of flooding and a health hazard. They have been decommissioned and locked.

### 14. Garage Car Parking, Street Parking and Bicycle storage

Garage parking can be made available upon direct request to hotel management. With their agreement, a space may be rented on a quarterly basis or a daily basis. Quarterly payments entitle the user to an entry/exit credit card size card for operating the garage security gates. On street parking vouchers of various types (Including resident's visitors parking permits) can be obtained from Brighton and Hove City Council Parking department upon production of appropriate proof documents at the time of application. There is always a waiting list.

See: <https://www.brightonhove.gov.uk/content/parking-and-travel/parking/parking-permits> for further information.

Bicycle storage can be made available in the garage in a specific area. It is the responsibility of the user to arrange this directly with the hotel management. Security remains the responsibility of the user. If bicycles are brought into Bedford Towers, they should only be transported in the service lift and be as clean and as dry as possible upon entry.

### 15 Common Area and Fire Safety/Alarms Systems

All Residents are advised to make themselves familiar with the following detail and also note [Appendix 4](#).

Common Areas should not have door mats outside the flat doors or anything else that could cause a trip hazard or obstruction in the event of a fire which may require emergency evacuation of Bedford Towers when corridors are filled with smoke.

The Fire Alarm is integrated with the Hotel alarm. Bedford Towers has a dedicated fire alarm control box in the Cavendish Place reception area. After the alarm is triggered, be it from the hotel or Bedford Towers, it has to be reset. This requires two people. Sometimes this means that the alarm will sound for longer than maybe necessary. The alarms are tested weekly on a Friday and sound for around half a minute. On rare occasions the test takes place on a Saturday. No action is required.

If the alarm sounds for longer than 3/5 minutes, then it should be considered an authentic alarm.

If this is the case, the Fire and Rescue service has recommended and advised that occupants of flats should remain inside if the fire is not in their flat, and not to open the door until rescue services advise it is safe to do so. Steps to avoid the ingress of smoke such as wet towels should be laid across the threshold to stop smoke getting in under the door. Most injuries and risk to life are caused by the inhalation of smoke.

The fire alarm features are being reviewed to consider a closer link between the hotel and the Bedford Towers. It remains effectively working during this time.

Residents are recommended to have within the flat, smoke detectors to give warning if a local fire or smoke is discovered. In the event of a fire within the flat it is recommended to call 999 and to vacate immediately, making sure to close the exit door and use the "break box" fire alarm call point in the common areas. If a fire is detected anywhere else in Bedford Towers use the "break box" fire alarm call point and call 999.

Advisory notices are fixed to the wall by every alarm call point and exit routes are shown by green illuminated signs. There are two fire escape staircases, one on the south side and one on the east. Lifts do not operate during a fire alarm incident as they automatically return to the ground floor and therefore cannot be used.

Statutory notices are posted on every floor and there is a copy of the Emergency Plan in [Appendix 4](#). The notices are produced under the provisions of The Regulatory Reform (Fire Safety) Order 2005 and recommendations accord with those of the Local Government Group 2011 publication "Fire Safety in Purpose-Built Blocks of Flats".

Advice and free installation of fire/smoke detectors in the flat is available from the East Sussex Fire and Rescue Service. <http://www.esfrs.org/#>

Bedford Towers operates a 'No Smoking' in all communal areas policy in accordance with the law.

Bedford Towers is insured for a sum sufficient to cover re-building and damage caused by fire, storm, explosion, burst or leaking water and vandalism.

### 16. Contents insurance

Contents insurance is the residents' responsibility. Claims on the building Insurance policy are limited to accidental damage only and are reviewed on an individual basis. The insurers may not accept claims found to be due to negligence or poor workmanship.

### 17. Security of Cash Deposits

The funds held on deposit for maintenance and repairs etc. are held and managed by the Managing Agent. There can be a substantial positive balance from time to time and therefore it is ring fenced according to good practice as described by the Association of Residential Managing Agents, (ARMA) and the Royal Institution of Chartered Surveyors (RICS). The balance earns interest which is credited to the account.

BTLA Membership funds are held on deposit at Metro Bank. Withdrawals are made by cheque or direct debit. Any cheques over £100 must be signed by two signatories.

### 18. Animals and Birds

It is a condition of the Lease that animals are not kept anywhere within Bedford Towers. Pigeons and other birds already use Bedford Towers as a roosting and nesting site.

Residents are requested not to encourage them by placing food around the exterior of the building.

## 19. Noise

If there is a reason to complain about noise being generated within Bedford Towers, the matter should be brought to the attention of the Managing Agent for them to take appropriate action with the offending source according to the terms of the lease.

If the noise is emanating from outside Bedford Towers, then Brighton and Hove City Council authorities should be contacted. They have a set procedure in place and will advise the notifier of what information logs should be kept. It is considered neighbourly to advise residents that there is going to be an unusual amount of noise generated so they are aware. This is usually done via WhatsApp or by posting a note on a notice board situated in Cavendish Place and in the lifts.

## 20. Key Holding

It is essential that arrangements are made for keys to be held by somebody locally so that in the event that access is required for emergency purposes when a resident is not in the building. The reason for this is to ensure that if something happens within the locked flat such as a leak that causes a problem in another flat, access can be gained to resolve the issue. The Managing Agent should be advised what these arrangements are. Some Leaseholders have installed key safes alongside their front doors so that someone local can be contacted to open the door in an emergency. This can also be important in the case that an individual is unable to open the door due to a mishap or ill health. In the event that access is urgently needed and there is no quick way of gaining normal entry, it may be an expensive job to repair damage sustained by forced entry by Fire and Rescue.

## 21. TV Service and Broadband

Every flat has a wall socket that should provide a TV signal from the aerial on the roof. Freeview TV programs are provided from this socket free of charge. There is also a Virgin Media cable TV and broadband feed into Bedford Towers which terminates in each flat that can be enabled for the provision of a TV and broadband service. Arrangements to connect to this feed and the resultant cost is the responsibility of the Leaseholder. Other providers can be used, the decision is the resident's own to make.

It is important to note that when alterations are made to flats, the Freeview/Roof aerial wall socket should be treated with care and only repositioned or altered in any way by a qualified technician, this precaution must be observed as the signal from the aerial loops through to the flat above i.e. aerial to 6, then 7 so on up to the top of the building.

## 22. CCTV and Bedford Towers security

Do not admit anyone not known to you into the building unless you are able to satisfy yourself that they have a bone fide reason for gaining entrance. Never let strangers in and bypass the lifts and Cavendish Place security, if in doubt meet them in the lobby/reception and ensure you are happy that they should gain entrance. Do not

admit canvassers of any type. Do not set exterior doors open and leave them unattended, always ensure they close behind you. Beware of strangers wandering around the building. If you encounter complete strangers in the building, politely ask them what their business is.

Remember! It is your personal safety and your flat and its contents that are at risk.

A 24-hour recording CCTV system is installed in the Cavendish Place entrance, reception area and lift lobby on the hotel level. This system includes the main outer entrance door control. The outer left-hand door (as seen when exiting) is magnetically locked 24/7. The outer right-hand door is key controlled, and the key is held in the concierge's office. When both doors need to be opened for large items to be brought in/out of Bedford Towers the key can be obtained from the office and the door control can be switched off.

The outer door control can be activated from outside by use of a key fob obtainable on request from the office. These fobs are tightly controlled and are issued to leaseholders only. Their usage is recorded.

The lift lobby access door from the hotel is controlled by a magnetic lock which can be released when entering by use of the same key fob. This door can be used to exit the lobby by just pulling the door open. Due to the high winds experienced sometimes, users are asked to ensure the door is properly closed when leaving.

Cavendish Place entrance door 24-hour remote control is available to all Leaseholders and is operated via a Smartphone or a standard land line phone or a combination of both.

### Method of operation.

Requesting contact/entry:

There is an external control panel. This panel enables a visitor to select a call to a particular recipient as follows. First two numbers entered indicate the floor on which the flat is located. (if the floor is a single number, then only this number needs to be entered, if a Penthouse then use 17).

The next entry will be according to the flat, so:

**1 = A: 2 = B: 3 = C: 4 = D: 5 = E: 6 = F:**  
**1 = PH1: 2 = PH2: 3 = PH3: PH4**

For example, 13D would be 135; Penthouse 3 would be 173.

All this information is displayed outside the door for all visitors to see and make use of.

When the visitor has selected the recipient, they press the call button, the recipients selected phone number will be called (see phone number information below.) The recipient answers, a conversation takes place and entry is granted if required by selecting the # key on the phones' keypad.

### Phone number information

When the recipient requests this service, they will be asked to provide a primary telephone number, another optional back up one and a secondary back up one. The primary one will be used in the first instance for a call from the door control, if this fails it will automatically switch to the second one and then the third. If this fails to connect then the request will be aborted. Questions may be directed to the office in Cavendish Place reception.

### 23. Renting

This paragraph below is copied from the terms of the Lease regarding rentals and is self-explanatory. It would be appreciated by all residents if this information were to be brought to the attention of any agency and/or person(s) by a Leaseholder who intends to issue instructions to manage on their behalf. This is in addition to the other "care of Bedford Towers and its Residents" contained elsewhere in this information. (See [Appendix 6](#) for historical information).

This clause In the Lease indicates that short term renting is in contradiction of the terms therein. "not to do or allow to be done in or upon the demised premises or in or about any part of the buildings any act or thing which may annoy or tend to cause annoyance nuisance damage or danger to the lessor or any of the other occupiers of any nearby or adjacent property or which may injure or tend to injure the character thereof for residential purposes but to keep and use the demised premises "as and for a single private residence in the occupation of one family only."

### 24. Flat sales and purchase

From time to time, it can be beneficial to a leaseholder if, when they wish to move on from Bedford Towers or wish to make a change, they can make it known to other leaseholders and their circle of contacts or via the WhatsApp App. This has the potential to provide a confidential and cost-effective way of transacting a sale/purchase/exchange.

Caution, take care if you have also contracted with an Estate Agent as you may find yourself having an obligation to them even if you sell in the way mentioned above.

### 25. Take-away order deliveries

Caterers providing takeaway meals should not be given the codes to any of the security devices which have been installed in various parts of Bedford Towers (lifts and doors). If a meal is ordered for delivery, the customer should give the supplier their phone number or Cavendish Place flat code, so that when the courier has arrived, they can call them from outside the building and the customer can then go and collect it from them. This is especially important during the dark hours and when there is not a concierge on duty. In the past it has not been unknown for the couriers to return at night and sleep on the landings and in reception. Instructions to suppliers to come into the hotel reception must not be given.

### 26. Relationship with Holiday Inn staff and services

The **Holiday Inn staff** have no special obligation to provide any services to/for residents of Bedford Towers other than normal courtesy and politeness. The one exception is as described in Section 7.

### 27. EWS 1 Certification following Grenfell

As a result of the disaster which has become known as "Grenfell", concerns were raised by both existing Leaseholders, potential sellers and buyers and mortgage providers concerning the safety issues that might be threatening to them in one way or another. As a result, an inspection of the building was arranged. After a small but significant number of alterations were completed an EWS B1 certification was provided on 8th June 2023 by Anstey Horne & Co Ltd, Institution of Fire Engineers Membership No IFE 00037507/No 558758.



## Appendix 1 BTLA Form of authority

To: Bedford Towers Leaseholders' Association

Bedford Towers, Kings Road, Brighton, East Sussex, BN1 2JG

RE: Optional form of authority for residents' association to act on behalf of members

The authority and effectiveness of the BTLA stems from and depends upon its Membership. The FPRA recommends that Associations obtain from their Members written authority to represent them.

Form of Authority:

I/We .....

Being the Leaseholder of flat number..... and being a Member of the Bedford Towers Leaseholders Association, do hereby authorise The Bedford Towers Leaseholders Association to act and make representations on my/our behalf in discussions and negotiations with the Landlord for the time being (as defined under the Landlord and Tenant act 1985 and including immediate superior landlords and with landlords duly appointed agent(s) or representative(s) on matters concerning the administration of buildings and on matters relative to rents, service charges, repairs, maintenance upkeep and improvements at Bedford Towers.

I/We do further agree that when the Bedford Towers Leaseholders Association acts and makes representations on my/our behalf on matters of common interest to Residents at Bedford Towers that if in pursuance of these objectives it is judged that professional assistance be employed I/We agree to a one-off call of up to £200 to fund such advice. (NOTE: If a flat is held in joint names, all parties should sign. If a flat is held in the name of a Company, signature should be that of the Company's duly authorised agent(s)

Signed ..... Signed .....

Print.....Print.....

Dated..... Dated.....

## Appendix 2 Guidelines for leaseholders and their contractors

Important Guidelines for leaseholders and their contractors:

The following are extracts from the Lease of all flats in Bedford Towers. Nonadherence to these extracts is a breach of the leaseholder's contract with the landlord.

1. Work should only be carried out from Monday to Friday between the hours of 9am to 5pm and not during weekends or holidays. For the safety and security of all residents any external doors must be properly closed after entering or leaving the building and should not be propped open. In the case of these particular works, to minimise dirt and potential damage to the common ways, it should be ensured that all the carpet of the Cavendish Place entrance and in the common ways of the floor the flat is located on is protected by a proprietary carpet protector or similar sheet covering. Those areas should be properly cleaned at the end of each working day.
2. The service lift should not be used for moving materials without prior agreement and by arrangement with the concierge; if used, it should not be left unattended with the doors open or materials in the car. The 2 passenger lifts should not be used under any circumstances and a breach of this regulation would result in the withdrawal of any consents for the works in hand.
3. Materials or waste are not to be stored on paths, landings, stairs or any other common part of the building and must remain in the flat. All waste and redundant materials are to be removed from the site by the contractor at the end of each working day and must not be disposed of in the communal refuse or recycling bins.
4. Any alterations to plumbing and waste pipes within the flat must be undertaken in accordance with all current regulations and good building practice, with inconvenience to the neighbours minimised. In the event that it is necessary to turn off water supplies to the building or undertake other works that may affect other residents, except in the case of emergency, reasonable prior notice must be given to the Managing Agent and to all neighbours that may be affected. If the works require the water to be drained down from the boiler room, this can only be done by the water/heating engineer contractors for the block, in consultation with the [Managing Agent](#).
5. Any damage caused to any part of the building must be notified to the [Managing Agent](#) and remedied without delay at your own cost, regardless of whether you may have a claim against a third party, such as a building contractor. We would recommend that you ensure your contractors have adequate Public and Employers Liability Insurance cover in place.

### Appendix 3 Building modifications letter

Suggested letter to residents for use by contractors:

Dear Residents,

I would like to give you warning that on the xx/xx/xxxx, we will be removing xxxxxxxxxxxxxxxxxxxx from flat xx.

We will be moving a lot of waste materials down to the street level via the service lift. This will be removed at the end of each day by (name of removal Company).

The contract will be spread over the next xx months/weeks as we are xxxxxxxxxxxxxxxxxxxxxxxxxxxx will only be working between the hours of 9am until 5 pm and only on weekdays.

After the demolition, things will quieten down a lot, although there will still be construction noises going on as we commence the rebuild.

We will protect the carpets in the corridors and the service lift, and we will tidy our way out of the building each night.

Please be patient with us when it comes to noise and mess, and we will do as much as possible to keep it all down to a minimum.

We will endeavour to get the work done as quickly and efficiently as we possibly can.

We can be contacted at any reasonable time if you have any queries or if you feel that you need to bring something to my attention. My contact number is xxxxxxxxxx. You may also contact me if you would like me to call by to help you with a problem or project that you may be planning.

Yours faithfully,

Bang Crash Wallop Building Contractors

### Appendix 4 Emergency Plan

The following is displayed on each floor.



#### Section 4 - Emergency Plan

<b>Address:</b>	Bedford Towers, Cavendish Place, BN1 2HS
<b>In the event of FIRE</b>	<b>ACTION</b>
<b>How people will be warned if there is a fire</b>	Smoke detector alarm or verbally. It is strongly recommended that each flat has at least two smoke detectors, sited as near to the front door and bedrooms as possible, and that they are maintained in accordance with manufacturers' instructions.
<b>If you find a fire in your flat</b>	Verbally raise the alarm by shouting 'FIRE'.  Call the Fire Brigade by dialling 999.  Warn all persons in your flat and leave together.  Where possible turn off your cooker or oven if it is on.  Ensure you close all doors on the way out, particularly the front door.  Leave the immediate area and do not attempt to return to your flat until given permission by the Fire Brigade.
<b>Tackling a fire</b>	If a cooking pot or chip pan is involved, turn off the cooker and cover with a fire blanket if you have one, otherwise saucepan lid, tray or damp cloth.  Then follow instructions above.
<b>Hearing the alarm</b>	Stay Put  On hearing an alarm:  Do not evacuate unless the fire directly affects your flat or you are instructed to leave by a member of the Fire Brigade.  In most instances there will be no need for you to leave your flat, however if circumstances are such that you need to leave, the following actions will need to be taken:  Evacuate the building by the nearest available escape route or as directed by the Fire Brigade.  If you have visitors, instruct them to follow you.  Always close doors behind you.  Do not put yourself at risk or cause delay.  Leave the building by the nearest available exit and move away from the building or to a specific location as directed by the Fire Brigade.
<b>How the fire and rescue service and any other services will be called and who will be responsible for doing this</b>	The person discovering the fire should call the Fire Brigade by dialling 999.

## Appendix 5 Concierge and Cleaning

### General duties

- a. Except when undertaking the duties detailed below (and in sections 31.2 and 31.3) or in case of emergency, to remain in the concierge's office at all times during the working day so as to be the first point of contact for Visitors to the building and to be available to residents. To ensure that the concierge's office is always securely locked when leaving the entrance hall to perform other duties, and to leave a notice indicating whereabouts and the duty being performed. To keep the concierge's office clean and tidy at all times
- b. Notify the Managing Agent by telephone of any matters concerning Bedford Towers which may be relevant to their involvement as managing agents or require their attention. Problems reported in respect of the heating system or water supplies should also be notified to the Hotel maintenance manager as a priority.
- c. Notify Ascent Lifts directly of any failure or fault with either of the two passenger lifts when discovered and also the Managing Agent once the response from Ascent Lifts is known. Display "out of service" notices in Cavendish Place & Hotel lift lobbies if appropriate. Keep records of faults for inspection when required. Problems with the goods lift should be reported immediately to the Hotel maintenance manager, problems with the stair-lift between the 16th & penthouse floors should be reported to the Managing Agent.
- d. Test fire alarms on a weekly basis in conjunction with hotel staff and in accordance with the maintenance company's requirements. Complete logbooks as appropriate. The emergency telephone service within the passenger lift cabins must be tested on a weekly basis to ensure its functionality.
- e. Assist residents by accepting deliveries and parcels to be held for collection by them from the office and direct tradesmen to the goods lift and ensure, where possible, that tradesmen take care to protect and respect the fabric of the building. However, the concierge must not undertake work or run errands for residents whilst on duty.
- f. Regularly check the common way lighting throughout the building, including fire escape stairs and lift lobbies, for defective light bulbs and replace from stock. In addition to the duties detailed, the Concierge shall also be prepared to carry out such other tasks or small jobs as directed by the [Managing Agent](#).
- g. Check that all entrances to Bedford Towers are securely locked before going off duty specifically including the eastern fire escape door between the fifth and sixth floors.

1. In emergencies, and if the Managing Agent not readily available, contact the Chairman or other Officers of the Leaseholders Association.

### Refuse Collection

1. Residents are asked to leave refuse & recycling, correctly separated, in the service cupboard next to their front door during the evening ready for collection the following morning (excluding Sundays.)
2. This refuse is to be collected from all floors and deposited in the appropriate Council communal bin located in Cavendish Place.
3. If a service cupboard has been modified for other use, it is the responsibility of the resident to remove refuse to the Council bin themselves.

### Cleaning duties

At the start of the day and spot-clean throughout the day as necessary

- Everyday wipe down common area handrails, door handles and lift controls on all floors with a suitable decontaminant at start and end of the day to lessen the risk of contamination by the Covid 19 Virus until further notice.
- Vacuum, dust and clean the Cavendish Place entrance hallways, Hotel lift lobby and Concierge's office.
- Sweep and generally keep clean & tidy the Cavendish Place landing, steps and pavement enclosure.
- Clean internal & external surfaces of glass doors and windows at Cavendish Place entrance & Hotel.

### Daily

Sweep and generally keep clean & tidy the corridor between the concierge's office and goods lift.

Clean passenger lifts internally including lift door guides and mirrors.

Wash and polish passenger lift floors on alternate days.

### Common areas

- 2 floors a day plus penthouse floor on one day.
- Vacuum all carpeted areas moving furniture where appropriate.
- Dust and wipe skirtings, floor spring plates and wooden banisters leading to Penthouse floor.
- Wash down passenger lift doors, remove any stains & polish Clean and polish glass partitions and doors.
- Sweep goods lift lobby.

### **Weekly**

- Sweep down fire escape staircases and dust/damp wipe balustrades two floors at a time.
- Brush & wash down external ceiling and walls of Cavendish Place entrance including stairs & landing.

### **Fortnightly**

Thoroughly clean all wood surfaces, door frames, ledges and signs.

### **Monthly**

Wash and wipe dry all windows and glass in common ways and on fire escape stairs. Damp wipe all solid doors in common ways, including fire doors and furniture.

### **Quarterly**

Cleanse the fire escape stairwells.

Where it is proposed to use chemicals, the least environmentally harmful material should be used, and proper precautions as advised in manufacturer's literature must be followed.

## **Appendix 6 Correspondence relating to sub-letting**

Our ref:

Dear Sirs,

### **Flat xx Bedford Towers, Kings Road, Brighton**

In recent months there have been an increasing number of incidents in the building where residents have been disturbed by individuals who are apparently short-stay occupants of flats in the block, booked through "Airbnb" type websites. Apart from the disturbance (which in part is due to the excessive occupancy levels suggested by these sites, whereby a one-bedroom flat is stated to sleep 3/5 people), the widespread dissemination of security codes for the entrances & lifts is an additional concern to those who live in the building and is being linked with two apparent attempted burglaries this year.

In addressing these legitimate concerns, our research indicates that your flat is being offered to let through the Brighton Holiday Homes website on a per week basis. In case you were not aware, Clause I of The Regulations in the First Schedule of your lease requires you to "keep and use the demised premises as and for a single private residence in the occupation of one family only" You may have seen recent press coverage of the case of Nemcova v Fairfield Rents Ltd but, if not, the Upper Tribunal of the Property Chamber ruled that short term sub-lettings such as this are a breach of this covenant.

You may, therefore, wish to reconsider the basis on which you are currently letting the flat, as if the behaviour of visitors to the building continues to impact on the "quiet enjoyment" to which legitimate residents are entitled, it may be necessary to introduce appropriate restrictions and safeguards to address this growing problem. If you have any queries about the contents of this letter, please do not hesitate to contact me.

Yours faithfully,

D J Renaut BSc MRICS  
For and Son behalf of  
Graves Son & Pilcher LLP



## Graves Son & Pilcher LLP

51 Old Steyne, Brighton, East Sussex BN1 1HU  
Telephone (01273) 321 123  
Fax (01273) 771 070  
e-mail: info@gsp.uk.com  
www.gsp.uk.com

Our Ref : DR/lab

All Leaseholders  
Bedford Towers  
Cavendish Place  
BRIGHTON BN1 2JG

6 March 2018

Dear Leaseholder

### Bedford Towers and holiday lettings / Air BnB

The Freeholder of Bedford Towers, Stardon (West Pier) Limited, has asked us to write to all leaseholders because of an on-going and increasing problem with a small minority of leaseholders renting out their flats (or rooms within their flats) on holiday or short-term lets either using traditional websites / holiday let companies or Air BnB or similar. Such lettings are causing a nuisance to the residents of the building and are prohibited under the lease.

#### *The legal position under the lease*

Holiday / short lettings or renting out individual rooms on Air BnB or similar is specifically prohibited under the leases.

The first schedule of the leases contain *The Regulations*. By Clause 2 of the leases, the leaseholders covenant to observe and perform these regulations. A breach of covenant is a serious matter that could result in legal action being taken against leaseholders.

Regulation one stipulates that each flat must be used 'for a single private residence in the occupation of one family only.'

The Upper Tribunal (Lands Chamber) gave a ruling in what is known as the *Nemcova* case in 2016 about the meaning of the words 'private residence.' It confirmed that these words specifically prevented short-lets / Air BnB style lettings.

Leaseholders should remind themselves of the Regulations in the lease. Regulation 1 in full reads as follows :

*Not to carry on any profession trade manufacture or business or hold any sale by auction in the demised premises or occupy the same or any part thereof or permit or suffer the use or occupation of the same or any part thereof for any unlawful immoral noisy or noxious purposes nor to do or allow to be done in or upon the demised premises or in or about any part of the Buildings any act or thing which may annoy or tend to cause annoyance nuisance damage or danger to the Lessor or any of the other lessees or occupiers of any part of the Buildings or the owners or occupiers of any nearby or adjacent property or which may injure or tend to injure the character thereof for residential purposes but to keep and use the demised premises as and for a single private residence in the occupation of one family only,*

#### CONSULTANT SURVEYORS • COMMERCIAL & RESIDENTIAL ESTATE AGENTS • PROPERTY MANAGERS

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## Graves Son & Pilcher LLP

Beyond the requirement to use the flats as a single private residence in the occupation of one family, it is clear that leaseholders must not carry on a business from the premises, which could include renting out individual rooms.

Short-lets typically involve considerable noise and other disruption to the residents of the building. Again, this nuisance results in a breach of the regulations.

The sub-letting of individual rooms is also specifically prohibited by Clause 12(i)(a) of the leases.

Any leaseholder who is renting out their property on short-lets risks enforcement action by the Freeholder. In serious cases this could include action to forfeit your lease. It is therefore important that leaseholders understand that only sub-lets of the whole flat pursuant to an assured shorthold tenancy (which have a minimum six month residency period) are permissible.

#### *Buildings Insurance*

Beyond the above prohibition and general nuisance being caused, there could also be serious consequences for individual leaseholders who breach their lease should part of the building be damaged due to an insured risk.

Where unlawful sub-letting of a flat has taken place, such flat could be excluded from any buildings insurance claim. Such decisions would not be made by the Freeholder; they would be made by the insurer / loss adjuster should any claim arise.

#### *Mortgage lenders*

Holiday lettings, short-lets and Air BnB style lettings are either expressly or impliedly prohibited by most major mortgage lenders. If we become aware that such lets have taken place, we are instructed by the Freeholder to inform the mortgage lenders without any notice to you. Their details will be obtained from the Land Registry.

#### *Conclusion*

All leaseholders should therefore ensure that if they are not an owner/occupier, any sub-letting of flats is under an Assured Shorthold Tenancy. If you are aware of short-lets taking place within the building, you may inform us on a confidential or anonymous basis, so that action can be taken to protect the amenity of residents.

Yours faithfully

Graves Son & Pilcher



Subject: Briefed Issues?  
From: Graham David <graham@the-stands.london>  
Date: 11/03/2017 09:22  
To: OFRA Committee <committee@briefforlaw.org.uk>, David Rensat <DR@psa.uk.com>

David  
This is a useful comment to add to the practice life in the subject and will certainly be included within the next guide.  
This email is supplementary to the observations made by 10 yesterday.

Regards

ds

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THE TIMES

Bricks & Mortar

Friday March 17 2017

ASK  
THE  
EXPERT

Q

I rent out a flat on a 12-month tenancy, but am thinking of using it for short-term rentals, such as Airbnb. However, the building's management company has told everyone our leases do not allow this. They rely on a provision that requires each flat to be used as "a private residence only". Can they stop me renting my flat through Airbnb?

This kind of restriction is commonly known as a "user" clause, which come in many shapes and sizes. They may prohibit something such as "business use", or they may permit or require the premises to be used "by one family only", or as "a dwelling-house", a "single dwelling", "a private dwelling-house", or "a private residence".

Each of these phrases can have a slightly different meaning — and the meaning of the same phrases may change from lease to lease. The courts use established principles of contractual interpretation when trying to work out exactly what these phrases mean.

The question whether a short-term letting infringes a user covenant has come to the legal forefront as a result of the 2016 case of *Nemcova v Fairfield Rents* (sometimes referred to as the "Airbnb case"). In *Nemcova*, the user clause stated that the leaseholder must not "use the Demised Premises ... for any purpose whatsoever other than as a private residence".

The Upper Tribunal decided this meant the flat could not be rented out for short-term lettings.

The judge decided the user clause required any letting to have "a degree of permanence going beyond being there for a weekend, or a few nights in the week".

The crucial issue was the length the occupiers stayed in the flat and this meant that "very short-term lettings (days and weeks rather than months)" breached the user covenant in the lease.

It follows that although the context of your lease may differ, you would probably break the terms of your lease by renting out the flat for very short periods.

Mark Loveday

Email your question to  
brief.encounter@thetimes.co.uk

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Attachments:

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15/03/2017

Nemcova v Fairfield Rents Ltd 2016 UKUT 303 LC

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Home > Training & resources > Resources > Legal updates > Nemcova v Fairfield Rents Ltd 2016 UKUT 303 LC

Nemcova v Fairfield Rents Ltd 2016 UKUT 303 LC

Share Save for later Print

1 October 2016

## Facts

The tenant (T) owned the long lease of a flat. The lease contained a covenant not to use the flat (or permit it to be used) for any purpose whatsoever other than as a private residence.

T had set up a website advertising her (and her partner's) home as alternatives to hotels and she used the services of a reservation system website, which cascaded details of the availability of her flat to several other websites. She had granted a series of short term lettings of the flat (7 in the past 12 months lasting for only days or weeks). She had let out the flat for about 90 days a year and the lettings were almost all to business visitors working in London (rather than holiday lets).

The freeholder (L) sought a determination that T was in breach of her lease.

## Issue

Was T using the flat for a purpose other than use as a private residence?

## Decision

The Upper Tribunal (Lands Chamber) (UT) found in L's favour. The covenant only required T to use the flat as 'a' private residence, so it did not have to be her only or main home and it did not matter that she might have another more permanent residence elsewhere (T spent much of her time in her partner's home).

However, it could not be said that where a person occupies a property for a matter of days and then leaves, that occupier was using the property as their private residence during the period of occupation. There had to be a degree of permanence for a property to be used as an occupier's private residence and this would require an occupier to reside in a property for more than a weekend or a few nights in the week.

Point to note/consider

15/03/2017

Nemcova v Fairfield Rents Ltd 2016 UKUT 303 LC

The UT did stress that every case turns on its own facts and, in particular, on the construction of the specific covenant in its own factual context. However, the decision is potentially very significant, given the current trend for residential property owners to advertise their properties on the internet as alternatives to hotels.

### focus on...

Legal updates Car Giant Limited and another v Hammersmith and Fulham

Legal updates High Court clarification on NPPF Green Belt policy

Legal updates HS2 Limited

Legal updates Interpreting contracts

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**David Harris**  
Professional Development Lawyer

+44 (0)115 934 2019

Email David

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<https://www.brownejacobson.com/training-and-resources/resources/legal-updates/2016/10/Nemcova-v-Fairfield-Rents-Ltd-2016-UKUT-303-LC>

## Appendix 7 External Wall System (EWS1)



### Form EWS1: External Wall Fire Review

#### Objective

This EWS1 form is a set way for a building owner to confirm to valuers and lenders that an external wall system (EWS) or attachments, such as a balcony, on buildings containing flats has been assessed by a suitable expert for likelihood of proportionate remediation to address fire safety risk.

This EWS1 form is for the external wall system only. It is not a life safety certificate. It should not be taken as confirmation that other works relating to fire safety in other parts of the building are not required.

Where the signatory has been asked to provide the client organisation with a separate report, it reflects the conclusions set out in that report. This form has been prepared for the sole and exclusive use of the client organisation (typically the Building Owner) named below. It is the conclusion of the report (Note 9) that has been provided to the client organisation and has been prepared in accordance with the terms and conditions that have been agreed with that client organisation. It is provided subject to those terms and conditions, including any exclusions and/or limits of liability included therein.

No responsibility is accepted to any third party for the whole or any part of the contents of this form. For the avoidance of doubt, the term 'third party' includes (but is not limited to): any lender who may see the form during the process through which they come to make a loan secured on any part of the Subject Address; and any prospective purchaser or borrower who may see or become aware of the form during the process through which they come to purchase or secure a loan against an interest in any part of the Subject Address. Should any third party (e.g. buyer, seller, lender, valuer) wish to rely on this form, they should contact the signatory's organisation.

Any amendments to the wording on this form (except as provided in Note 1) render it invalid.

Client organisation: **Kew Green Group Limited**

Subject Address (one form per block)

Block or building name	Street	Town	Postcode (all built)
Bedford Towers	137 King's Road	Brighton	BN1 2JF

I confirm that I have used reasonable skill and care to investigate (Note 4) the primary external wall materials (typically insulation, filler materials and cladding) and attachments (including balconies) of the external walls of the above building/block.

Document reference (for internal company reference to assist with version control):

3rd edition, issued 16 March 2022

EWS1 forms issued prior to this date using a previous edition remain valid for a period of five years from the date of signature.

1



**OPTION A (Note 1) – Where external wall materials are unlikely to support combustion**

I confirm that:

- I meet the professional body membership and competence criteria as described in Note 2.
- In relation to the construction of the external walls, to the best of my knowledge the primary materials used meet the criteria of limited combustibility (Note 5) or better, and cavity barriers are installed to an appropriate standard in relevant locations (Note 6).
- In relation to attachments to the external wall (tick one of the following):
  - ☐ A1 – There are no attachments whose construction includes significant quantities of combustible materials (i.e. materials that are not of limited combustibility (Note 5) or better);
  - ☐ A2 – There is an appropriate risk assessment of the attachments confirming that no remedial works are required;
  - ☐ A3 – Where neither of the above two options apply, there may be potential costs of remedial works to attachments (Notes 7 and 8);

**OPTION B (Note 1) – Where combustible materials are present in external wall**

I confirm that:

- I meet the professional body membership and competence criteria as described in Note 3.
- I have used the reasonable skill and care that would be expected of the relevant professional advisor to assess the level of fire risk (Note 8) presented by the external wall construction and attachments (tick one of the following).
  - ☒ B1 – I have concluded that in my view the fire risk (Note 8) is sufficiently low that no remedial works are required.
  - ☐ B2 – I have concluded that in my view the fire risk (Notes 7 and 8) is sufficiently high that remedial works are required;

Name: Steven Marshall

Qualification(s): BEng(Hons) MSc CEng MIFireE MIET

Organisation: Anstey Horne & Company Limited

Professional body: Institution of Fire Engineers

Membership number: IFE 00037507/Chartership 558758

Signature: 

Document reference (for internal company reference to assist with version control):  
3rd edition, issued 16 March 2022  
EWS1 forms issued prior to this date using a previous edition remain valid for a period of five years from the date of signature.

Date of form: 8 June 2023

If this is a revision to you/your firm's previous form on this building, please state below. Please note, if the form is intended for revision solely due to administrative purposes (for example, a postcode error on the building or a reissue of the form to a different client), the 'Date of form' remains valid. If however, the rationale for form revision is attributable to a change in rating due to works having been carried out, the 'Date of form' must be amended:

Date of form	Rating provided (A1, A2, A3 or B1, B2)

**Notes**

**Note 1** – This form includes two options. Option A is for buildings where the materials used in the external wall would be unlikely to support combustion. Option B is for buildings where Option A does not apply and a more detailed review (and hence higher level of fire expertise) is required. The signatory should use either the Option A approach or the Option B approach and delete/cross out the unused option. Within each option there are sub-options, the user should tick the box of the relevant sub-option.

**Note 2** – For Option A, the signatory would need the expertise to identify the relevant materials within the external wall and attachments, and whether fire resisting cavity barriers and fire stopping measures have been installed correctly. However, this would not necessarily include the need for expertise in fire engineering. The signatory should be a qualified member of a relevant professional body within the construction industry.

**Note 3** – For Option B, the signatory would need a higher level of expertise in the assessment of the fire risk presented by external wall materials.

- i For Institution of Fire Engineers (IFE) members, this should be a Chartered or Incorporated Engineer with full membership of the Institution.
- ii For non-IFE members, the signatory should be a qualified member of a relevant professional body that deals with fire safety and construction products including EWS in the built environment, with either actual or equivalence to the Chartered or Incorporated Engineer status.
- iii For buildings where the finished floor level of the top floor of the building (excluding stories consisting exclusively of plant rooms) is less than 18m above the lowest adjacent ground level, if not qualified as per sub-clauses i. or ii. above, the signatory should be a qualified member of an **eligible professional body** who has successfully completed the RICS EWS Assessment Training Programme.

Document reference (for internal company reference to assist with version control):  
3rd edition, issued 16 March 2022  
EWS1 forms issued prior to this date using a previous edition remain valid for a period of five years from the date of signature.

**Note 4** – The investigation into the construction of the building should be in accordance with the guidance given in BSI PAS 9980, which allows for the possibility of mitigation as an acceptable investigation outcome.

**Note 5** – The term 'limited combustibility' is as defined in BS 9991:2015.

**Note 6** – Cavity barrier fire performance and locations to be based on relevant fire safety design guidance documentation, such as BS 9991, or relevant statutory guidance.

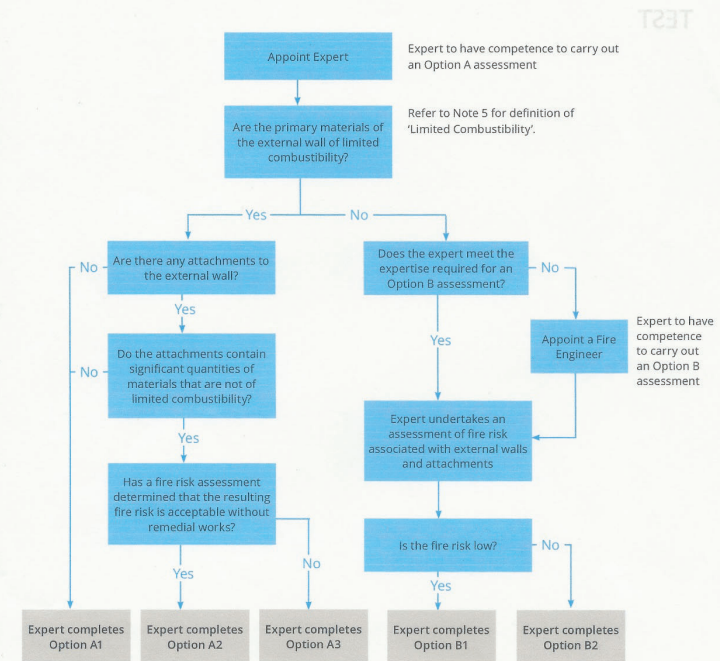
**Note 7** – In this situation the signatory should notify the client organisation that the fire risk assessment of the building will need to be reviewed to consider the findings of the external wall survey and identify any interim measures that may be required.

**Note 8** – The definition of fire risk and the assessment of that fire safety risk should be in accordance with the guidance given in BSI PAS 9980.

**Note 9** – The signatory should provide their client organisation with a separate report on their investigation in accordance with BSI PAS 9980 to support their statements in this EWS1 Form. That separate report would not normally need to be supplied to the valuer or lender along with this EWS1 Form (unless there are specific issues which may require it).

**Note 10** – This EWS1 Form will need to be reassessed if any significant changes occur to the external wall or attachments of the building, and is valid for up to 5 years from the date of the form as shown on Page 3.

Document reference (for internal company reference to assist with version control):  
3rd edition, issued 16 March 2022  
EWS1 forms issued prior to this date using the previous edition remain valid for a period of five years from the date of signature.



Document reference (for internal company reference to assist with version control):  
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