BRUNEL POINT MANAGEMENT COMPANY LIMITED

Window Replacement Policy and Consent Form

Version 2.0 - Issued 13 February 2021



- 1. Brunel Point Management Company Limited ("**BPMC**") is aware that owners of flats and houses within Brunel Point may wish to replace the windows their houses were built with.
- 2. Every lease issued by BPMC to a leaseholder at Brunel Point, includes a restriction substantially in the following form:

Not to make any structural alterations or additions to the Demised Premises or any part thereof nor to alter the external appearance thereof

3. Every freehold interest granted over land within Brunel Point is subject to covenants with BPMC in substantially the following form:

Not to erect on the Property any building or other structure whatsoever whether of a permanent or temporary nature and not to extend or alter the external appearance of the dwelling erected thereon by the Transferor without the prior written approval of the Transferor and in connection with any such approval to submit two copies of a sufficiently detailed drawing and specification of the proposed works and to pay the reasonable charges of the Transferor and its professional advisers in dealing with such application whether or not it is approved

- 4. In both cases, these clauses would prevent you from being able to change the exterior windows of your dwelling (and other exterior changes), without consent from BPMC to such change. BPMC is willing to provide such consent in the case of replacement windows upon certain conditions, and in order to assist BPMC and its residents in understanding when consent will generally be given, BPMC has set out the following criteria. Note that these criteria are subject to change and are not binding on BPMC, who may grant or refuse consent at any time, in its sole discretion.
- You, as an owner of either a leasehold or freehold in Brunel Point subject to this restriction (the "Owner") wish to request the consent of BPMC in relation to replacement windows more fully detailed below, and with the below listed accompanying documents.

Granting of Consent

Requests for consent to replace windows will typically only be considered by BPMC if the proposed replacement windows and works to install it comply with the following, and providing supporting evidence of the same:



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- 1. 128mm Front to Back Frame Depth;
- 2. 24mm Double Glazed (or more) units;
- replacement with the same sill depth as was originally installed (whether it be 150mm or 210 mm depending on which property you are in within Brunel Point);
- 4. a traditional box sash design, consistent with the existing windows installed across Brunel Point with **external** Georgian (Astragal) bars (the bars are key to the external appearance of the window, the properties and the development as a whole, and the design of the window is often referred to as *'offset three light'*);
- 5. the frame colour must match like for like and must be white;
- 6. the proposed replacement windows must not have sash horns; and
- 7. that subcontractors you hire to install the windows are sufficiently insured to cover all reasonable public liabilities that may arise.

Do note that in the event that your proposed installation does not comply with the above, BPMC reserves the right to insist upon removal and rectification of the offending window(s) at your expense. If you live in a flat, the installation of double glazed windows to your property does not preclude you from meeting your share of the overall cost of external decorations (and window painting) for other windows in your block, however, the more owners who change their windows may lower the overall cost of external decorations going forwards.

By signing this document I agree to adhere to the terms of the consent granted to me in relation to the replacement windows I wish to install. I understand that should I breach any of these terms, or avoid requesting such consent, then BPMC may, in it's sole discretion seek to enforce such restriction and seek damages and costs of such recovery from you.

Signed by the Owner(s):

Full Name of Owner(s):

Signature:

Date:

Property:

List of Supporting documents (enclosed):

Signed for and on behalf of Brunel Point Management Company Limited:

Name:

Signature:

Role:

Date:



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