

# Blue Hills Farm

Fee proposal created for Vistry Homes for your new development:  
Blue Hills Farm at Birkenshaw.



Proposal Date: **19 January 2022**  
Proposal Number: **E1780-517**  
Development Manager: **Adam Ralph**  
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*A national leader in the stewardship of public open spaces, Greenbelt provides long-term, quality management solutions on residential developments all across the UK.*

*This year, as we celebrate 20 years of experience and expertise, our objective remains steadfast: to deliver sustainable, natural, enjoyable environments for all our clients and customers.*





# Proposal

Thank you for the opportunity to present this proposal for the adoption, management and maintenance of open spaces and associated features on Blue Hills Farm

This proposal is based on our Greenspace Arrangement whereby Vistry Homes will pass full ownership of the open spaces and associated responsibilities to Greenbelt. This arrangement provides a secure and sustainable long-term, solution.

To secure the Greenspace Arrangement, requires specific covenants be placed in the homeowner's Plot Transfer document. These include an obligation upon them to contribute equally and fairly, to the management and maintenance of the development's open spaces.

## Annual Management Charge

The Annual Management Charge (AMC) is our homeowners fee, designed to provide cover for the provision of our professional management, maintenance, stewardship and administrative services.

**The initial AMC, for Phase A, payable by the plot owner, has been calculated at £99.24 (plus VAT). This is based on 77 contributing plots  
The phase(s) incorporate all the features detailed within this proposal.**

## Initial Fees

Our Greenspace Arrangement involves a deeper understanding of the features to be transferred than traditional 'Agency' arrangements, with bespoke legal input required for the conveyance of open space on every new development.

Greenbelt offers two options for the settlement of this fee:

- **An engagement fee of £2500.00 and legal costs ranging from £2500.00 to £7500.00, which are payable by the developer on exchange of contracts.**  
or
- **An Initial Arrangement fee of £100.00 (plus VAT) per plot, which is payable by each plot purchaser at point of sale and passed to Greenbelt.**

# Annual Management Charge Pricing Breakdown



## Site Name: Blue Hills Farm (Phase A)

Developer - Vistry Homes

No. of Plots - 77

Grass (Amenity (Evenly Dispersed))			£14.84 per plot
DESCRIPTION	QUANTITY(est)	UNITS	COST £
Hand Mower + Strimming Obstacles	500.00	sqm	480.00
Ride on Mower	1035.00	sqm	662.40

Amenity grass will be cut at a frequency to be regulated that at no time the height exceeds 65mm. Height to be maintained between 25-65mm. Cuttings to be evenly distributed, not left in clumps or removed from site.

Grass (Meadow)			£2.80 per plot
DESCRIPTION	QUANTITY(est)	UNITS	COST £
Wild Flower Meadows (Remove Arisings)	1133.00	sqm	215.27

Meadow areas will be cut once per annum and arisings dispersed evenly. Wildflower Meadows will be cut on instruction either once per annum, arisings lifted / removed, or twice per annum, cut only.

Amenity Trees (Amenity Trees)			£4.39 per plot
DESCRIPTION	QUANTITY(est)	UNITS	COST £
Tree Management (Pruning/Stakes & Ties etc)	16.00	tree	32.00
Tree Circle Maintenance (Edge)	16.00	tree	20.00
Tree Circle Bark Top-up (0.5m <sup>2</sup> 20mm/yr)	16.00	tree	16.00
Woodland Audit	1.00	item	270.00

Young trees will be checked and stakes and ties adjusted when necessary. Any tree which still requires support after the end of the third growing season shall have the stake reduced to a height of 750mm and be re-secured. Any tree which has failed to establish satisfactorily by the end of the fifth growing season shall be removed from site and replaced during the next planting season. Epicormic growth will be removed as and when required. Any dead or damaged trees will be removed at every visit. Mature trees will be inspected for health on an annual basis. Where the tree is located in grass, edges will be re-formed once annually and edgings shall be removed off site.

Hedges (Ornamental)			£9.88 per plot
DESCRIPTION	QUANTITY(est)	UNITS	COST £
Weed Control	300.00	sqm	54.00
Cutting by Hand	632.00	lm	632.00
Forming Edges along Hedge Bed	100.00	lm	75.00

Ornamental Hedges will be cut out with the bird nesting season as defined by the Wildlife and Countryside Act 1981 and to species type and specification. This will be undertaken annually unless detailed within a site specific schedule. Perimeter growth will be pruned as and when required. The hedges will have top and sides cut to maintain form.

Play Areas (Play Area)			£12.23 per plot
DESCRIPTION	QUANTITY(est)	UNITS	COST £
Play Area Annual (England)	1.00	item	73.00
Play Area Quarterly (England)	1.00	item	219.00
Visual Health & Safety Inspection	1.00	item	650.00

Play Areas and Equipment are maintained in line with current European Standards (as detailed in BS EN 1176 Play Ground Equipment Standard and BS EN 1177 Impact Absorbing Playground Surfacing). The areas designed and constructed for play will be checked on every monthly visit by the Regional Operations Manager, and any damage and or vandalism instructed for repair. They will also be inspected quarterly and annually by an Independent Play Area Consultant, the survey recorded, and any required works undertaken timeously.

# Annual Management Charge Pricing Breakdown



## Site Name: Blue Hills Farm (Phase A)

Developer - Vistry Homes

No. of Plots - 77

Fencing (Timber)			£0.19 per plot
DESCRIPTION	QUANTITY(est)	UNITS	COST £
Trip Rail 600 - 900 mm	180.00	lm	14.40

Fences will be checked as part of the routine supervisory inspections. The condition of the fence will be monitored and any repairs instructed as and when required.

Litter (Picking)			£6.87 per plot
DESCRIPTION	QUANTITY(est)	UNITS	COST £
Amenity Grass Areas	1000.00	sqm	460.00
Hedgerows	300.00	sqm	69.00

Litter will be picked, collected and removed to an off site tipping or recycling facility as required.

Supervision (Supervision)			£35.14 per plot
DESCRIPTION	QUANTITY(est)	UNITS	COST £
Supervisor Inspections	1.00	item	720.00
Snagging	1.00	item	125.00
Play Area Supervisor Inspection	1.00	item	780.01
SUDS Internal	1.00	item	1080.31

An assigned Regional Operations Manager will regularly perform a comprehensive visual inspection of, and report on, all the amenities ensuring all routine maintenance works have been carried out to specification; they will also identify, and commission, any additional works as required.

Contingency (Non Routine Maintenance/Services)			£15.00 per plot
DESCRIPTION	QUANTITY(est)	UNITS	COST £
Contingency	77.00	item	1155.00

We incorporate a contingency sum within our Annual Charge which enables us to instruct any services or works that do not fall within our routine maintenance programme without delay. Whilst this is a non-exhaustive list, this will include items such as shrub replenishment, waste management services, play area repairs, health and safety work and fly tipping removal etc. Where any additional such work exceeds £15.00 (ex VAT) per household we will write in advance of works being carried out.

Admin Charges (Admin Charges)			£11.87 per plot
DESCRIPTION	QUANTITY(est)	UNITS	COST £
Managerial Overview	1.00	item	190.00
Admin Fee	1.00	item	723.68

We apply one Annual Charge for all our administrative/managerial services covering items such as our online customer portal, enquiry management and customer liaison services, documentation, correspondence and general business overheads.

All contractor and supervisor reports are reviewed to ensure that the maintenance is being undertaken to specification and within legislation. An annual review of all site features, including the engagement of independent inspectors is also carried out.

**Initial Annual Management Charge £99.24 (plus VAT)**



## Standard Conditions of Offer

### Greenspace Acquisition

**The following terms and conditions apply unless otherwise stated in the accompanying Offer Documents:-**

#### Primary Conditions

1. The terms (“Offer Terms”) in the accompanying Offer Documents are subject to a legal agreement (“Legal Agreement”) being drawn up between you (“Developer”) and Greenbelt Group Limited (“Company”).
2. The Offer Terms are for the acquisition, management and maintenance of land and features thereon by the Company in accordance with the requirements of the Developer in relation to the management of the open spaces by the Company (“Services”). The Offer Terms are therefore subject to such requirements adhering to any obligations imposed by any relevant planning decision notices, and/or any Section 106 Agreements, any obligations arising from the title to the land and/or any other statutory obligations.
3. The terms shall be those stated in the Offer Documents and these Standard Condition of Offer together with any other terms agreed between the Developer and the Company. Acceptance of the offer by the Developer shall be deemed acceptance of these terms. In the absence of formal acceptance of the offer, the Company shall be entitled to reissue the Offer Documents to include, without limitation, amended Offer Terms.
4. The Developer shall be responsible for the legal fees of the Company as outlined in the Offer Documents. In the event that the preparation, drafting and completion of the Legal Agreement and/or arranging the legal transfer of the land (“Transfer”) extends over a considerable period of time and involves a significant workload, the Developer undertakes, by acceptance of the Offer Terms, to fully indemnify the Company for such properly incurred legal fees and expenses on receipt of any interim invoices (to be rendered at intervals of not less than 3 months) and on receipt of the final invoice to be rendered prior to signature of the Legal Agreement or effecting the Transfer (or otherwise in accordance with the Legal Agreement). If the matter becomes more complicated or protracted than anticipated then the Company reserves the right to seek a further undertaking for costs from the Developer.



## Standard Conditions of Offer (cont)

5. The Developer agrees that it shall be fully responsible for and will indemnify the Company on demand for any and all costs and expenses incurred by the Company (including legal costs and expenses) where for whatever reason, (other than the wilful default or negligence of the Company), the Legal Agreement is not entered into within a reasonable time following the date of the Offer Documents (to be determined solely by the Company acting reasonably) and the Company is informed or determines that the transaction contemplated by the Offer Terms and the draft Legal Agreement will not proceed to exchange.

6. By accepting the Offer Terms, the Developer agrees not to supply any third party, including but not limited to any plot owner or prospective plot owner, with any documents prepared or supplied by the Company or any correspondence between the Company and the Developer and/or any third party without the written consent of the Company.

7. The Company reserves the right to nominate a subsidiary or holding company or a subsidiary of a holding company for the purposes of entering into the Agreement or being the transferee for the purposes of the Transfer.

### Safeguarding Conditions

8. The Developer will be responsible for appointing a suitably qualified engineer to inspect and report on the condition of above and below ground structures. Any report prepared will be re-addressed to the Company for its benefit and delivered prior to the Transfer. For some structures a collateral warranty in favour of The Company may also be required.

9. The Offer Terms are subject to a written assurance being given by the Developer that the land is not affected, or likely to be affected, by sub-surface instability, whether naturally occurring or caused by underground workings.

10. The Offer Terms are subject to a written assurance being given by the Developer that the land is free from contamination including but not limited to contamination which has the potential to cause significant harm or pollution to either the land, adjoining land or controlled waters by reason of the substances in or under the land.



## Standard Conditions of Offer (cont)

11. The Company will provide the wording required to be inserted into the Developer's standard plot transfers/lease, to ensure protection of the obligation on the homeowners to pay the annual management charge applicable to the Services. The form of wording required will also be set out in the Legal Agreement. If any plot sales are completed without using the form of wording provided, the Company shall be entitled to either withdraw from the transaction, or shall be entitled to amend the terms on which the Company is prepared to continue to transact with the Developer, including, but not limited to, requiring the Developer to make payment to the Company of an appropriate fee in lieu of being able to enforce the payment obligation as against the total number of homeowners on which the Offer Terms have been calculated.

12. The Offer Terms will require to be confirmed, and may be subject to amendment, in the light of detailed designs or any obligations to be contained in relevant planning conditions and any Section 106 or other agreement not made available to the Company at the time the Offer Documents is issued.

### Payment Conditions

13. The Initial Annual Management Charge will be reviewed annually by reference to the Retail Price Index as at the date stipulated in the Legal Agreement, failing which, at 31 March in each year from the date of the Offer Documents.

14. Any estimated sums referred to in the Offer Documents will require to be confirmed in writing by the Company.

### Points of Clarification

*(i) The Offer Terms exclude operations required by the Developer to complete or make good works which are the subject of any contract by the Developer with a third party.*

*(ii) The Offer Terms are exclusive of Value Added Tax.*

*(iii) The Offer Terms exclude the capital costs of laying out areas to the approved design unless specifically stated.*

*(iv) By mutual agreement, the Company may be prepared to assume management responsibilities for certain parts of the site at a date earlier than the anticipated transfer date, on the basis of a licence to occupy. This may be at additional cost.*



## Contact Us

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For more information, please visit our website: [www.greenbelt.co.uk](http://www.greenbelt.co.uk)



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