

# Ebenezer Lodge – Options for Occupancy

The Trustees of the Gospel Standard Bethesda Fund (the Landlord – GSBF) sincerely desire to help make the apartments accessible to those wishing to live at Ebenezer Lodge, and that the accommodation may prove to be the Lord's provision for them.

The property will be managed by the Landlord

The occupancy restrictions are:

- A. the contracting lessee or tenant must be a person of 55 years or over
- B. they must occupy the property as their principal home
- C. they must be of like mind, practice and beliefs to those who attend a Chapel on the Gospel Standard List: preference will be given to those who regularly attend one of these Chapels
- D. they must on 'entry' be capable of managing their own affairs or able to provide sufficient care for themselves at their own cost

## Options for Occupancy

### 1) 999-Year Lease:

The apartments are offered for sale on a 999-year lease. This transfers a proportion of your assets into buying 'your own home'. At the time of writing\*, this effectively ring fences this proportion to largely secure\*\* it for the future benefit of your estate. If your health deteriorates with increasing years so that you need to purchase 'personal home care', the current position is that Local Authorities will, subject to their own financial review of your financial circumstances, help support people in 'their own home' when they deem such care to be necessary. Their financial review currently takes into account liquid assets (and so excludes the home) plus your income. This document is not financial advice – but simply high-lights one of the advantages of keeping money invested in 'your own home': we advise you to make your own enquiries and take your financial and legal advice on this and all aspects.

The price at which the property is sold to you is the going open market rate, as advised to GSBF by an independent valuation surveyor. You will in addition, have to pay Stamp Duty Land Tax in the same way as if you were moving to any other property, and your own legal fees.

When the time comes to sell your property, an independent valuation report will be obtained on the same basis\*\*\*, which will be shared openly with you. The landlord retains a right of pre-exemption to buy the property at the valuation price at the time of any re-sale.

---

\*January 2025

\*\*We say largely secure, because there is an event fee payable on the eventual sale of the property and, it may also during your tenancy of an apartment, become necessary for you to defer Service Charges against the residual value of the apartment.

\*\*\* the costs of this independent valuation survey will be shared equally between buyer and seller

An 'Event Fee' will be payable to GSBF at the time of any re-sale and this will be a deduction from the sale proceeds: you are referred to the separate sheet 'Ebenezer Lodge – Event Fee' in this regard.

In accessing your options, we ask you to note that in addition to the purchase price, all residents pay a contribution to the running costs of Ebenezer Lodge: Please see the separate document 'Ebenezer Lodge – Service & Management Charges'. For those occupying as leaseholder this is by way of the Service Charge and for those occupying under a rental agreement the contribution is included within and is part of the rent payable.

In the event of your financial position being such that you cannot afford part or all of the Service Charge, arrangements can be reached where the Service Charge is allowed to accrue and in the interim GSBF pays the Service Charge on your behalf including for the regular bills for the repair, maintenance and insurance of the Building and into the sinking fund so that this is maintained.

The accruing debt will be index linked in line with the Retail Price Index (RPI) from the base index figure for the month in which the DSC is agreed to the RPI figure for the date which is 2 months before the sale of the property and will be payable to GSBF on sale of the property

The accruing debt (Deferred Service Charges – 'DSC') is simply a deferment of the Service Charge costs and is index linked to preserve its value to the Landlord.

## 2) Shared Ownership & Part Rent:

Where your financial circumstances may not allow you to purchase the full 999 Year leasehold property, GSBF will be willing to enter a shared ownership agreement, where you purchase that proportion of the leasehold property which you can afford, and GSBF will own the remaining part of the leasehold property. So, if you can afford to purchase 75% you may do so, and the other 25% will be owned by GSBF and you will need to pay an occupancy fee for the right to occupy and use that proportion of the leasehold property the purchase price for which has been covered by GSBF

If this option is selected, then:

- you will purchase the proportion you can afford (e.g. 75%) and,
- the lease will be granted to you and GSBF to hold as tenants in common in the agreed shares
- you will pay an occupancy fee to GSBF for the right to occupy and use that proportion of the leasehold property the purchase price for which has been covered by GSBF
- the occupancy fee will be paid on the first day of each month
- the occupancy fee payable to GSBF will be calculated by reference to the proportion of the notional annual rent for the apartment which is equal to the proportion of the purchase price covered by GSBF. So, if GSBF cover 25% of the purchase price and the notional annual rent for the apartment is £14,000 you will pay an occupancy fee of £3,500 per annum to GSBF by instalments of £291.67 per month.

- The notional annual rent for the apartment shall be agreed between you and GSBF at the date of completion of the purchase.
- The occupancy fee shall be increased on the 1<sup>st</sup> January each year by multiplying the notional annual rent by the RPI figure for January and dividing this by the base RPI index figure which shall be the RPI figure for the month in which completion of the purchase occurs)
- you will be responsible for only a proportion (e.g. 75%) of the full monthly Service Charge, either by way of monthly payment or agreeing to this accruing and being deducted from your share of the re-sale value of the apartment at the time of sale as a DSC
- the Event Fee would also still be payable on re-sale, but with the Event Fee percentage only applied to your share of ownership - so with 75% ownership, only 75% of the Event Fee for full ownership would apply.
- you are entitled to increase your share of ownership of the Property by request to GSBF. Any purchases of increased shares shall be for sums of not less than £10,000. You will be responsible for meeting the legal fees of GSBF in connection with purchase of any increased share in the Property.

### 3) Assured Shorthold Tenancy Agreement:

The apartments will also be available for occupancy under an Assured Shorthold Tenancy Agreement (ASTA). If this option is selected, then the agreed monthly rent (varies by apartment) will be payable in advance, on the first day of each month



# Ebenezer Lodge

## Guide only - provisional Apartment Values

As a guide only, we set out below provisional purchase prices that have been based on research of open market prices. These are currently believed to be a fair reflection taking into account the nature of and quality of the development. However, prior to any sale of an apartment, the Landlord, the Gospel Standard Bethesda Fund ("GSBF") will instruct the preparation of an independent valuation by a Chartered Surveyor which will be shared with the purchaser, and any adjustment up or down will be applied.

You will in addition, have to pay Stamp Duty Land Tax in the same way as if you were moving to any other property, and your own legal fees.

### Guide Apartment Values (valuation date: 1<sup>st</sup> July 2025)

	Floor Area (m <sup>2</sup> )	Number of Bedrooms	Purchase Price ('Premium') Payable for 999 Yr Lease
Apartment 1	64	2	£345,000
Apartment 2	69	2	£375,000
Apartment 3	64	2	£345,000
Apartment 4	69	2	£375,000
Apartment 5	55	1	£300,000
Apartment 6	59	1	£320,000

# Ebenezer Lodge

## 2026 Apartment Monthly Rents

The apartments will also be available for occupancy under an Assured Shorthold Tenancy Agreement (ASTA) for a minimum period of 12 months. If this option is selected, then the agreed monthly rent (which varies by apartment) will be payable in advance, on the first day of each month.

We set out below the 2026 monthly rental rates for which each apartment may be rented. These have been based on research of open market rents and are believed to be a fair rate taking into account the nature of and quality of the development.

The monthly rental rate shall be increased on the 1<sup>st</sup> January each year in line with the Retail Price Index and reviewed from time to time with market prices so as to keep it to a fair and 'current rate'.

### 2026 Apartment Rents (applicable from 1<sup>st</sup> January 2026)

<b>Apartment No.</b>	<b>Floor</b>	<b>Bedrooms</b>	<b>Size (m2)</b>	<b>Size (Sq ft)</b>	<b>Monthly Rental</b>
1	Ground	2	64	689	£1,040.00
2	Ground	2	69	743	£1,120.00
3	First	2	64	689	£1,040.00
4	First	2	69	743	£1,120.00
5	Second	1	55	592	£900.00
6	Second	1	59	635	£965.00

# Ebenezer Lodge

## Service & Management Charges

Other than the close proximity of a place of worship, one of the most appealing aspects of living in Ebenezer Lodge, is the fact that somebody else is helping to maintain the common parts, the exterior of the property and the grounds in which you live, whilst you are able to enjoy the comfort of your apartment, a large landscaped garden and grounds, and a lovely outlook, yet not having the worry of the external maintenance, care and upkeep. Those things that become more of a burden with increasing years.

All residents pay a contribution to the running costs of Ebenezer Lodge. These are split between the apartments in ratio to their floor area so that you only pay your proportion of these costs. The property will be managed by the Landlord, the Gospel Standard Bethesda Fund ("GSBF"). GSBF are responsible for payment of the Service Charge allocation to unsold or unlet properties.

The Service Charge, is payable monthly in advance, and intended to create a sink-fund managed by the Landlord. It has been calculated by projecting the costs likely to be incurred during a 10-year cycle, dividing this by 120 (number of months in 10 years), and then sharing it between the six apartments pro-rata to the floor area of each. The Service Charge includes an annual Management Fee: this will not go into the sink-fund but will be paid to GSBF. In the interests of transparency and clarity the Management Fee is separately itemised below.

For avoidance of doubt, you are still responsible for the Service Charge even if your apartment becomes vacant or is in the process of being sold. In these circumstances the Landlord may agree to accrue your Service Charges as a debt against the sale of the property (Deferred Service Charges, or DSC).

### The following services are included in the Service Charges:

- The provision of Buildings and Public Liability Insurance
- Annual Lift Maintenance
- Gardening and care of the grounds
- Maintenance of car park, drive and pathways
- External building maintenance: this includes maintaining the roof, external décor and the double-glazed windows
- Cleaning of the external glazing of windows, once a month
- Electronic front door entry with camera viewing for your safety
- Management and cleaning of Common Parts
- Free Wi-Fi in Common Parts
- One hour of domestic assistance per apartment per week (optional – see rates below)

- Maintenance, decoration and repair of Common Parts and retained parts
- Providing heating to the internal areas of the Common Parts
- Providing and maintaining lighting to the Common Parts, parking area and front path.
- Maintaining the Solar Panels
- Cleaning, maintaining, repairing and replacing the furniture, fittings and equipment in the Common Parts
- Cleaning, maintaining, repairing, operating and replacing fire prevention equipment in the Common Parts
- The provision and maintenance of the communal refuse bins
- Cleaning, maintaining, repairing and replacing signage for the Common Parts
- Providing annual audited accounts for the Ebenezer Lodge sink-fund
- Annual Management Fee (separately itemised)

## 2026 Monthly Service Charge (not including Management Fee) by Apartment

	Monthly SC (excluding MF)	Monthly SC (ex MF & ex Domestic Assistance)
Apartment 1	£380	£272
Apartment 2	£409	£301
Apartment 3	£380	£272
Apartment 4	£409	£301
Apartment 5	£326	£218
Apartment 6	£350	£242

All new properties are offered on a 999-year lease. The Lease includes obligations to pay the monthly service charge.

**Management Fee:** As part of the total Service Charge but in addition to the Service Charge figures set out above, there is an annual Management Fee. This will be payable in 12 monthly instalments together with the Service Charge. For 2026 it is set at an annual fee of £600 and will be index linked.

In the event that a tenant does not have the means to afford either the monthly Service Charge and/or the Management Fee, the Landlord will seek to assist by allowing the charges to accrue as a debt, to be treated as a Deferred Service Charge (DSC). The accruing debt will be increased in line with the Retail Price Index (RPI). The base index figure will be the figure for the month of the agreement with the Landlord to the DSC and to calculate the final payment the accrued debt will be multiplied by the RPI figure for the month which is 2 months before the date of the sale of the Tenant's Property and divided by the base index figure. The DSC duly indexed will be payable to GSBF on sale of the Property



An Event Fee will also be payable to the Landlord when the property is resold. This is explained on a separate sheet and is in addition to any DSC.

Other costs NOT covered by the Service Charge

For avoidance of doubt, council tax, contents insurance, maintaining your kitchen equipment, annual service and maintenance of your heat exchanger, your own internal Wi-Fi, internal redecoration or repairs during your tenancy and anything not specifically listed as included within the Service Charge, is excluded.



# Ebenezer Lodge - Event Fee

In seeking to provide Independent Retirement Living Apartments, Gospel Standard Bethesda Fund (the Landlord – “GSBF” registered Charity Number 1199341 and Company Number 13651153) has incurred development costs that will not be recovered through the sale of the leases on the apartments. Furthermore, GSBF will incur costs from time to time in maintaining the provision of this accommodation, in surveyors, legal and other agents’ fees, and other costs arising.

To help GSBF cover these costs and not increase the initial selling price of the apartments, an ‘Event Fee’ is payable on the transfer of the lease of the Property.

GSBF has structured the Event Fee to fairly reflect the fact that your contribution to these costs is proportionate to the number of years that you enjoy the use of an apartment. The level of the fee has been set to be as reasonable\* as possible. These event fees are a percentage of the sale value at the time of the transfer of your lease at the end of your occupancy and are as follows:

## Event Fee on Transfer of your lease

Length of ownership prior to resale	Event Fee
Up to 1 year	1.0%
More than 1 but less than 2 years	2.0%
More than 2 but less than 3 years	3.0%
More than 3 but less than 4 years	4.0%
More than 4 but less than 10 years	5.0%
More than 10 years	7.5%

Property values can decrease or increase, but historically prices of property over time have generally risen. This factor should be considered in conjunction with the modest Event Fee shown above.

---

\*By way of comparison, at the time of preparing this sheet, the event fee charged by one well respected retirement village that we visited was 24% and that level reached in increments of 3% per year, or part year of occupancy

## Event Fees: key facts

Property address: "Ebenezer Lodge" 63 Middle Watch, Swavesey CB4 5RW

### What is an Event Fee?

It is a fee payable when you sell the property. It may be referred to as an "exit fee", "transfer fee" or "deferred fee".

### How is the fee calculated?

The fee is payable on Sale and ranges from 1% to 7.5% depending on the length of your tenancy.

### Fee payable:

Length of ownership prior to resale	Event Fee
Up to 1 year	1.0%
More than 1 but less than 2 years	2.0%
More than 2 but less than 3 years	3.0%
More than 3 but less than 4 years	4.0%
More than 4 but less than 10 years	5.0%
More than 10 years	7.5%

### How much could I have to pay?

**Example A:** If property inflation was at 3% per annum:

<b>Example purchase value</b>	<b>£350,000</b>
-------------------------------	-----------------

Length of ownership prior to resale	Event Fee	Estimated amount of Event Fee and return based on 3% annual property price inflation and fee payable at the end of given period			
		+3%***			
		Property Value on resale	Event Fee	Balance of Sale Value	Tenant's return on Purchase price net of Fee
Up to 1 year	1.0%	£360,500	£3,605	£356,895	£6,895
Up to 2 years	2.0%	£371,315	£7,426	£363,889	£13,889
Up to 3 years	3.0%	£382,454	£11,474	£370,981	£20,981
Up to 4 years	4.0%	£393,928	£15,757	£378,171	£28,171
Up to 10 years*	5.0%	£430,456	£21,523	£408,933	£58,933
More than 10 years**	7.5%	£470,371	£35,278	£435,093	£85,093

\*Calculation is based on 7 years

\*\*Calculation is based on 10 years

\*\*\*This rate of property price inflation is indicative only. Property prices may go up or down and vary from property to property.

**Example B:** If property inflation was at 0% per annum (i.e. a static property market):

<b>Example purchase value</b>	<b>£350,000</b>
-------------------------------	-----------------

Length of ownership prior to resale	Event Fee	Estimated amount of Event Fee and return based on 0% annual property price inflation and fee payable at the end of given period			
		+0%***			
		Property Value on resale	Event Fee	Balance of Sale Value	Tenant's return on Purchase price net of Fee
Up to 1 year	1.0%	£350,000	£3,500	£346,500	-£3,500
Up to 2 years	2.0%	£350,000	£7,000	£343,000	-£7,000
Up to 3 years	3.0%	£350,000	£10,500	£339,500	-£10,500
Up to 4 years	4.0%	£350,000	£14,000	£336,000	-£14,000
Up to 10 years*	5.0%	£350,000	£17,500	£332,500	-£17,500
More than 10 years**	7.5%	£350,000	£26,250	£323,750	-£26,250

\*Calculation is based on 7 years

\*\*Calculation in based on 10 years

\*\*\*This rate of property price inflation is indicative only. Property prices may go up or down and vary from property to property.

**Example C:** If property deflated at -3% per annum:

<b>Example purchase value</b>	<b>£350,000</b>
-------------------------------	-----------------

Length of ownership prior to resale	Event Fee	Estimated amount of Event Fee and return based on -3% annual property price inflation and fee payable at the end of given period			
		-3%***			
		Property Value on resale	Event Fee	Balance of Sale Value	Tenant's return on Purchase price net of Fee
Up to 1 year	1.0%	£339,500	£3,395	£336,105	-£13,895
Up to 2 years	2.0%	£329,315	£6,586	£322,729	-£27,271
Up to 3 years	3.0%	£319,436	£9,583	£309,852	-£40,148
Up to 4 years	4.0%	£309,852	£12,394	£297,458	-£52,542
Up to 10 years*	5.0%	£282,794	£14,140	£268,654	-£81,346
More than 10 years**	7.5%	£258,098	£19,357	£238,741	-£111,259

\*Calculation is based on 7 years

\*\*Calculation in based on 10 years

\*\*\*This rate of property price inflation is indicative only. Property prices may go up or down and vary from property to property.

#### Who does the fee go to?

Role	Name	Contact Details
Landlord	Gospel Standard Bethesda Fund ('GSBF')	35 Derby Road, Long Eaton, Nottingham NG10 1LU

#### What do I get for the fee?

The Landlord has not passed on all the development costs in the initial selling price and so by agreeing to an Event Fee, the purchase price can be kept more affordable. Furthermore, these fees will assist GSBF to cover those costs that will be incurred from time to time in maintaining the provision of this accommodation, in surveyors, legal and other agents' fees, and other costs arising and as such these have not been built into the selling price.

GSBF has structured the Event Fee to fairly reflect the fact that your contribution to these costs is proportionate to the number of years that you enjoy the use of an apartment. The level of the fee has been set to be as reasonable as possible.

#### What about other fees and charges?

You should ask the Landlord about other ongoing fees and charges. These may include service charges, payments to a sinking fund, and a management or administration charge.

Please check with your independent legal adviser for more information.

**BETHESDA INDEPENDENT RETIREMENT LIVING**

**OCCUPIER'S HANDBOOK  
FOR EBENEZER LODGE  
63 MIDDLE WATCH  
SWAVESEY  
CAMBRIDGESHIRE  
CB24 4RW**

## 1. OUR OBJECTIVE

To develop and manage homes that provide independent retirement and assisted-living accommodation, for Christians desiring to live close to a place of worship.

## 2. MAIN PARTIES

Landlord – The Gospel Standard Bethesda Fund (a Private Charitable Company) (Charity No. 1199341, Company No. 13651153), whose registered office is at 35 Derby Road, Long Eaton, Nottingham NG10 1LU (“the Landlord” and “the Charity”)

Occupier – any person purchasing an apartment on a leasehold basis, a shared ownership basis or occupying as a tenant renting the apartment, from the Freeholder

The Landlord will be responsible for providing/co-ordinating the following:-

- The provision of Buildings and Public Liability Insurance
- Annual Lift Maintenance
- Gardening and care of the grounds
- Maintenance of car park, drive and pathways
- External building maintenance: this includes maintaining the roof, external décor and the double-glazed windows
- Cleaning of the external glazing of windows
- Management and cleaning of Common Parts
- Free Wi-Fi in Common Parts
- One hour of domestic assistance per apartment per week (if the Occupier has chosen this option)
- Maintenance, decoration and repair of Common Parts and retained parts
- Providing heating to the internal areas of the Common Parts
- Cleaning and maintaining the Solar Panels
- Providing and maintaining lighting to the Common Parts, parking and front path.
- Providing power to Common Parts
- Cleaning, maintaining, repairing and replacing the furniture, fittings and equipment in the Common Parts
- Cleaning, maintaining, repairing, operating and replacing fire prevention equipment in the Common Parts
- Cleaning, maintaining, repairing and replacing the communal refuse bins
- Cleaning, maintaining, repairing and replacing signage for the Common Parts
- Providing annual audited accounts for the Ebenezer Lodge sink-fund
- Other tasks and services as directed by the Freeholder as being necessary for the efficient management of the development of Ebenezer Lodge.



Each Leaseholder (full or shared ownership) at Ebenezer Lodge will contribute a proportion of the total Service Charge on a monthly basis, and the services will be provided "at cost" without the Landlord seeking to profit from the provision of those services.

The Landlord will establish a reserve fund (also known as a "sink-fund" or "contingency fund") as part of the Service Charge. This reserve fund will cover the cost of long-term repairs, renewals and redecorations.

A summary of the proposed Service Charge for the forthcoming year will be provided to each Occupier in advance of each service charge year. In addition, a copy of the audited accounts for each financial year of the Landlord will be provided to each Occupier.

As a general principle, the Landlord will strive to ensure that each item of expenditure incurred by the Landlord will be reasonably incurred and the services or works provided to a reasonable standard. Furthermore, it will ensure that each Occupier is consulted before the Landlord carries out works that would involve significant increase to the yearly service charge.

The initial officers of the Landlord are:-

- 1) Mr ..... \*      Tel: .....
- 2) Mr ..... \*      Tel: .....

\*(Details will be provided on completion of Contract)

### **3. OBJECT, ETHOS AND VALUES**

The Charity was incorporated on 29 September 2021, as a Private Charitable Company with the object of the Charity being for the public benefit and for the relief of persons in need, and in particular of elderly persons in need who are:

- a. Sick or infirm (which includes by definition in the Charity's Rules of Administration, those who have need through either loneliness or the onset of old age); and
- b. Either members of a Gospel Standard Church, or who regularly attend a Gospel Standard chapel

In furtherance of the object, the Charity may provide homes for those persons who are qualified and in need of such accommodation, and when vacancies cannot be filled by persons who are members of or regular attendees at a Gospel Standard chapel, the Charity may, in exceptional circumstances, admit persons who are not so qualified, but who have a love to the biblical truths contained within the essence of the Gospel Standard

Articles of Faith, and who agree to maintain the expected standards of conduct in the apartments.

The Charity recognises that the care needs of the elderly often start with the need to address their loneliness, and that the historic tendency of the elderly moving into Care Homes, is no longer an affordable means of addressing this real issue. As such they seek to address this need by providing care ready apartments within a community dwelling, where Christians can enjoy speaking one to another and also receive physical care within their own homes. The Charity seeks to provide these apartments close to a Gospel Standard chapel to enable the community within these apartments to readily access a place of worship. To this end the Charity has built Ebenezer Lodge and hopes in due course to build other similar developments.

Each home established by the Charity will be designed and operated as an expression of the ethos of the Charity, to provide a caring community that will demonstrate the attitudes and aspirations that are consistent with the values of the Christian faith.

The intention is that the Occupiers of the apartments can enjoy the provision of residential accommodation and assisted-living in an environment that positively reflects and engenders Christian values. To this end, the Charity will give priority to would-be Occupiers who have been recommended to it by Pastors or Church Leaders, and who can demonstrate an ongoing commitment to the Christian faith, and a lifestyle that is clearly in alignment with the teachings and practices of the Bible.

The values of the Charity, and therefore each home that is set up by it, will be such that it will preserve the sanctity of life.

#### **4. RULES OF THE HOME**

The following provisions have been devised with the intention of creating a calm and tranquil environment for all Occupiers to enjoy, and we rely upon the goodwill and co-operation of all parties to this end.

##### **4.1 RULES RELATING TO EACH APARTMENT**

- 4.1.1 No animal, bird or reptile to be kept in any apartment except by prior consent;
- 4.1.2 Nothing to be done which would cause any nuisance, disturbance or annoyance to any other Occupier in the property;
- 4.1.3 No washing or other items to be hung from the balconies or to be visible from outside of the premises;
- 4.1.4 No sound is to be emanating from the home so as to be audible outside of each apartment.

More details can be found in the lease document

## **4.2 RULES RELATING TO THE COMMUNAL AREA AND GARDENS**

- 4.2.1 Respect for the fact that other Occupiers may be observing Sunday as a day of rest, and residents will ensure that no recreational activities are carried out in the gardens on a Sunday that would cause noise or disturbance;
- 4.2.2 The use of the communal lounge and kitchenette is to be undertaken in a considerate way and the same left in a tidy condition;
- 4.2.3 Alcohol is only to be consumed in the communal areas on exceptional occasions and then by prior express consent of an Officer of the Landlord;
- 4.2.4 No smoking (including e-cigarettes) is allowed in the communal areas;
- 4.2.5 All visitors to the Occupier must properly sign-in upon arrival and sign-out upon exit.  
More details can be found in the lease document

These rules will be monitored and updated (where applicable) by the Landlord to take account of the subjective needs of the Occupiers at Ebenezer Lodge.

## **5. EXIT PROVISIONS**

The Charity desires to maintain the ethos of each home and reserve the right to have a first option to buy back each apartment so as to ensure that the ethos can be maintained for future Occupiers.

When each Occupier's tenure ends at Ebenezer Lodge, the Charity will have the right to acquire the remainder of the Lease from the registered proprietor (or their Estate) for a sum that is based upon the market value of the property or, where there is shared ownership, the Occupier's share of the market value of the property. Where an apartment is occupied under the terms of a Tenancy Agreement there will be no 'buy-back' involved.

In order to bring each Lease to an end, the Lessee or their Executor or lawful representative will be required to serve written notice on the Charity, confirming their intention to dispose of their interest in the apartment. The Charity will then have a period of 20 working days to give notice that it wishes to acquire the remainder of the Lease and up to four months to complete the re-purchase of the unit.

If the Charity decides that it does not wish to acquire the remainder of the Lease then the lessee or executor will be able to sell its interest in the remainder of the Lease and the sale must be to a person that the Charity will approve.

The market value will be assessed by an independent valuation surveyor.

On all cases of re-sale a termination fee known as an 'Event Fee' will be payable to the Charity as set out in the Lease Agreement.

On all cases of re-sale the amount of any 'Deferred Service Charge' will be payable to the Charity as set out in the Lease Agreement.

Further details of these exit provisions are contained in the registered Lease of each apartment.

## **6. DISPUTES**

- 6.1 Notwithstanding the ethos of the development of Ebenezer Lodge, the Landlord recognises that disputes can and do arise. The Landlord or the Management Company (if any) will seek to resolve any disputes notified to it as quickly as possible, but if it should be unable to do so then either party to the dispute shall be entitled to refer the matter to mediation, the mediator is to be appointed by the Secretary for the time being of the Christian Mediation Association or be an independent mediator whose appointment shall be agreed between the Tenant and the Landlord or the Management Company (if any).
- 6.2. The fees and expenses of the mediator and the cost of the mediator's appointment and any other fees, reasonably incurred by the mediator shall be payable by the Tenant and the Landlord in the proportions that the mediator directs (or if the mediator makes no direction, then equally). If the Tenant does not pay their part of the mediator's fees and expenses within ten working days after demand by the mediator, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord.