



A Guide for Leasehold Customers



Guide for Leasehold Customers





Guide for Leasehold Customers

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(Commonhold & Leasehold Reform Act 2002,
Section 153)



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1. Welcome

We wish you a warm welcome to Muir Group Housing. It is our aim to provide you with the services that you require and allow you to live happily in your new home.

This handbook explains most of what you need to know about being a leaseholder and living in your home. If you have any queries please do not hesitate to contact us on 0300 123 1222. It would be helpful if you have your account reference number when you call.

Whilst this document is meant to be a helpful clear summary of the information we believe you need it is not a substitute for the lease which sets out the formal legal agreement between you and Muir Group Housing.

2. About us

We were set up in 1968 and are registered with the Financial Services Authority and the Tenant Services Authority. We are also members of the National Housing Federation.

We are an exempt charity. This means we are a charity for tax purposes but not registered with the Charities Commission because of our registration with the Tenant Services Authority who act as our official regulator.

As a housing association, we are a non-profit making organisation run by a non executive board of members. We provide housing and related services to a range of people of varying needs including those who need help to get on the housing ladder.

Our head office is in Chester. We also have offices in Blackpool, Burnley, Helsby, Huntingdon and Winsford.

We manage approximately 4,500 homes in 34 council districts. Our housing is mostly for rent, with some shared ownership housing, and some apartments and houses purchased on a long lease from the Association.

3. Data Protection Act

We agree that we will follow the Data Protection Act 1998, as amended from time to time. We will allow you to inspect information about you,

which we hold on file or computer, if you give us reasonable notice. We are allowed to charge a fee to cover the costs of this service.

4. Fairness and Equal Treatment

We are committed to treating everyone equally and fairly. This includes our residents and people who apply to us for housing. We aim to make sure that no one receives less favourable treatment for any reason. If you feel you have been treated unfairly, or if you feel we have treated you differently to someone else, please raise the matter with our Customer Services Team.

5. Leasehold explained

You have purchased the leasehold rights to your home. This means that you have the right to occupy and live in the property for a set number of years. The rights you have purchased are set out in the lease you have signed, as are the responsibilities of Muir Group Housing.

The lease is the contract that exists between you (the ‘lessee’ or ‘leaseholder’) and us the landlord (the ‘lessor’) and sets out the rights and responsibilities of both of us.

6. Obligations under the lease - yours and ours

Your lease is a formal legal document that gives you the right to occupy the property and sets out the rights and obligations of you as the leaseholder (or lessee) and us the landlord (or lessor). The terms of the lease cannot be changed without the agreement of both of us or by an Act of Parliament.

The lease you have purchased is likely to be for 125 years, although some are for a shorter period of time and you can check this by referring to your individual lease.

Under the terms of the lease you are required:

- To pay the service charge
- To pay all outgoings on the property such as council tax, water gas and electricity charges
- To keep the interior of the property in good repair and decoration
- Not to carry out alterations without prior written consent
- To allow our staff and contractors access to the property following reasonable notice (unless in a genuine emergency)
- To observe any rules we may set for the proper running of the scheme





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- Not to keep pets (see section 15)

Under the terms of the lease we are required:

- To maintain and keep in good repair the structure of the property
- To insure the building
- To maintain un-adopted communal areas
- To provide additional services which are specific to the scheme where you live

If you or we do not keep to the terms of the lease then this is considered to be a 'breach of the lease'. Legal action can be taken against the party that has breached the lease to compel them to comply with the legal obligations.

Ultimately, if you were to continue to breach the terms of your lease we could apply to the County Court to have your lease 'forfeited' or cancelled. This would mean you would have to leave your home. We would take possession and you would not be entitled to compensation. This is something that we would seek to avoid but could happen in an extreme case.

7. Service charges

You will pay a service charge to cover the cost of things like maintaining the building, the communal areas around your property such as gardening and cleaning, and buildings insurance, where these costs are applicable to your scheme. You will be given details of these when you purchase the property. If you need further information, please contact the Customer Services Team.

The service charge is due and payable in advance on the first of April each year. There are a number of ways you can pay your service charges – please see the leaflet enclosed with this guide.

If the service charge is paid late, we have the right under the terms of the lease to charge interest on the outstanding balance until your account is clear or in credit. Where we have to issue any legal notices to you for non-payment of service charge, we will levy an administration fee for doing so together with any additional costs we incur.

Failure to pay your service charge could result in the Association applying to the Courts to forfeit your lease. If at any time you have problems paying, please contact us immediately.

As with most apartments, our schemes have running costs that need to be paid for and, as previously mentioned, under the terms of the lease



you are obliged to pay a contribution toward these costs. The costs are generally associated with communal facilities.

Your contribution to the service charge will be determined by your lease and in most cases this will be the total service charge divided by the number of units benefitting from the service on the development.

The following is a list of the types of cost likely to be incurred:

- Buildings insurance
- Repairs and maintenance of the exterior of the building
- Repairs and maintenance of communal areas
- Repairs and maintenance of major items of equipment such as lifts, door entry systems, emergency lighting, alarms, etc
- Maintenance of communal landscaping
- Window cleaning
- Cleaning of communal areas
- Lighting and heating costs for communal areas
- Contributions to maintenance sinking funds
- Audit fees
- Our management charges and administration of services

The above list of types of service is not meant to be exhaustive. The type of service and level of cost will be different for each scheme.

The level of the service charge is reviewed each year and is based on our estimate (or budget) of what we think it will cost to maintain the services to the appropriate standard. You will be provided with details of the service charge breakdown when we issue the interim invoice in April each year. We will always seek to obtain services that are value for money.

We seek only to recover the cost of running the services referred to above. If we collect more in a year than is required to run the services we will advise you that there is a surplus on your account. Conversely if we spend more than we estimated, we will advise you that there is a deficit on the account which can be settled at the time or carried forward and added to the charges for the following year. This is subject to having to retain any funds which are needed for future cyclical or major repairs or maintenance.

Our management fees are dependent on the extent and complexity of the services provided to each of our developments.

We must send you an annual account each year showing the service charge income and expenditure on your development. The account will show if any monies are held in a sinking fund towards future repairs. The accounts will be sent to you within 6 months of the year end (our



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year end is the 31st March).

According to statutory provisions we can only recover costs from you that have been reasonably incurred for works and services of a satisfactory standard.

We ask for service charges to be paid in advance of works and services being done but may only charge a 'reasonable amount' based on the terms of the lease.

You have the right to inspect the invoices we have paid for work and services to our developments.

8. Repairs and maintenance

The general responsibility of carrying out repairs or maintenance to your home is set out in the lease. The lease does not set out every type of repair but does set out broad responsibilities. If you require any clarification on a particular repair, please contact the Customer Services Team.

You will generally be responsible for repairing and maintaining the inside of your home. This will include things such as gas pipes, electrical cabling and water pipes including drainage, heating systems, kitchen fittings and sanitary fittings. Decoration is also your responsibility. Please remember to arrange for gas appliances to be serviced at least once a year for your own safety and the safety of others in the block.

We are generally responsible for repairing and maintaining all the outside of the building and the internal communal areas such as corridors and stairwells. The costs of these repairs will be paid for out of the service charge account for the development.

If repairs are required they should be reported as soon as possible to the Customer Services Team during office hours (8:00 a.m. to 6:00 p.m. Monday to Friday). Details of what to do in the case of emergencies outside these hours can also be obtained by calling the number for the Customer Services Team.

Once you have reported a repair and we have agreed that it is our responsibility to carry out the repair, we will tell you:

- When the repair will be completed
- Which contractor will be carrying out the repair
- How a specific appointment will be made with you (if this is necessary)
- How and who to contact if you have any further queries

It is our aim to complete repairs in accordance with the following timescales:



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- Emergency Repairs – will be attended to within 4 or 24 hours of us being told about the repair (depending on nature of the emergency)
- Urgent Repairs – will be attended to within 3 working days of us being told about the repair
- Routine 1 repairs – will be attended to within 10 working days of us being told about the repair
- Routine 2 repairs – will be attended to within 20 working days of us being told about the repair

In summary, an emergency is any problem which puts the health, safety or security of the resident or someone else at immediate risk, or which has a negative effect on the structure of the building. An urgent repair is any problem that, although serious, does not present an immediate risk to the health, safety and security of the resident or anyone else. There will be no negative effect on the structure of the building. Routine repairs are repairs that do not pose a risk to the health, safety or security of the resident or anyone else, and will not have a negative effect on the structure of the building.

The following is a list of the main items (though this is not an exhaustive list) that you are responsible for:

- Keys
- Hot and cold pipe work (including, the prevention of freezing of internal pipes, taps, tanks and cylinders), all main internal drainage pipes, ball valves and siphons
- All sanitary ware including sinks, baths, hand basins and showers
- Blocked pipes and traps
- Fuses, light fittings, wiring, switches, power points, immersion heater (if fitted)
- Central heating systems including pipe work and boiler
- Any gas or electrically operated focal fire
- All internal decorations including tiling and plaster works to the walls and ceiling
- All floor covering
- Internal doors, locks, hinges, catches and closures
- All glazing to both internal and external windows and doors (this can be claimed under Buildings Insurance see paragraph 11)
- External doors on flats that open on to a communal corridor.

GAS - You are strongly advised to get all gas heating appliances serviced by a Gas Safe Register qualified (previously CORGI) engineer at least once a year for your own safety and that of your neighbours.



9. Cyclical maintenance

We are responsible for carrying out cyclical repairs to the exterior of the building and to internal communal areas. The cyclical maintenance is, in the main, painting and decoration. Where painting is required we will carry out external painting between every four and six years depending on the scheme and the nature of the work required. The internal areas will be decorated at least every seven years. If we determine that painting or decoration is required outside these time limits we will consult with you.

The cost for the above works will be collected each year through the service charge account in advance of the works being required. All money held prior to the necessary expenditure will be held on trust by the Association in a separate interest bearing bank account. Interest will be added to the fund each year.

10. Major Repairs

Under the terms of the lease we are also responsible for carrying out major repairs, renewals and replacement to external parts of the building and to internal shared facilities.

We again seek to recover the costs of these works in advance of the work being required. This helps to ensure funds are readily available when works are required and also spreads the costs out over a number of years. As in the case for cyclical repairs, any money received prior to works will be held on trust by the Association in a separate interest bearing bank account. Interest will be added to the fund each year. If the cost of the works is more than the amount held in reserve (the sinking fund) you will be invoiced for an appropriate share of the costs. This will usually be calculated by dividing the total cost equally by the number of properties benefitting from the work.

The following is a list of the types of work and replacements that would be considered as major repairs:

- External doors, windows, roofs, gutters, and walls
- External drains and plumbing systems
- Footpaths, parking areas, fencing and signboards
- Communal electrical systems, TV aerials and lighting
- Door entry systems
- Lifts
- Communal carpets



11. Buildings Insurance

Under the terms of the lease we are responsible for insuring your home with regards to the building (i.e. bricks and mortar). We are not obliged to provide insurance to cover your contents. We would strongly advise you to consider taking out insurance to cover your contents and personal belonging such as carpets, furniture, electrical goods and clothes etc.

The buildings policy that we arrange covers damage that may occur to the property due to storm or accidental damage. It also covers the cost of rebuilding the property should there be a fire or other catastrophe. If as a result of this, your home becomes uninhabitable, the insurance policy will cover the cost of comparable temporary accommodation.

Under the terms of the policy we arrange, there may be an excess premium to be paid. If the claim is in respect of communal areas then this excess premium is charged to the service charge account.

If you make a claim under our policy for damage to fixed internal fixtures and fittings, e.g. sanitary fittings or kitchen units then you may have to pay the excess, depending on the wording in your lease.

Each year we will send to you a summary of Insurance Cover. Details of who to contact should you need to make a claim are detailed on the back of the summary of cover.

12. Consultation

Under the Landlord and Tenant Acts, as a leaseholder, you must be consulted before we, as your landlord, carry out works above a certain value or enter into a long term agreement for the provision of services.

Where we propose works on a building or other premises that will cost you or any other leaseholder more than £250 or where we propose to enter into an agreement for the provision of works or services for a period of more than 12 months and the cost to an individual leaseholder will be £100 a year or more we must consult with you before proceeding (unless a leasehold valuation tribunal has agreed that consultation is not required).

If we do not consult you in the prescribed format, the amount we can recover from you may be limited to the figures referred to above.

In addition, we will seek to involve you as much as we reasonably can in the management of your home. We encourage the formation of residents' associations and are happy to help with setting one up. You have the right to form a residents' association along with others living on the same development. Residents' associations provide a useful forum to discuss matters where there is an interest in common. The law gives



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greater consultation rights to recognised residents' associations than to individual residents on certain issues. For further information please contact the Customer Services Team.

13. Compliments, comments and complaints

We strive to provide you with a good service and in order to do that we value your comments and feedback so that we may properly assess what it is you want and value. We therefore welcome compliments, comments and feedback on the services we provide so that we may maintain those services you value, and are happy with, and improve those with which you are unhappy.

Despite our best efforts there may be occasions when you wish to complain about the standard of service. We have a formal complaints procedure, a copy of which is available on request. Details of our complaints procedure can be found in a factsheet available from any of our offices or from the Association's website. We try to resolve any complaint as quickly as possible.

14. Making improvements

If you wish to make improvements or changes to your home, you should contact us first to see whether you need our consent. We would not normally refuse any reasonable request.

We will not give permission to you to extend your home or make improvements that will affect the communal grounds.

15. Keeping of pets

It is our policy not to allow the keeping of cats and dogs as pets within apartments. The keeping of birds and fish may be allowed depending on the circumstances. If in doubt, please contact the Customer Services Team.

16. Summary of your rights and obligations

Whenever we send you a demand for payment, we will send you a summary of your rights and obligations in line with statutory rules. A copy of this summary is included at Appendix 1. The summary has been produced in accordance with the appropriate regulations.



17. Contacting us

You can contact us between the hours of 8:00 a.m. and 6:00 p.m. Monday to Friday through the **Customer Services Team** on 0300 123 1222 (Textphone – 0300 123 3005). Details of what to do in an emergency outside these hours can be found by calling this number.

By letter to:

Muir Group Housing Association Ltd
PO Box 136
Frodsham
WA6 1AW

Email: info@muir.org.uk
Website: www.muir.org.uk

18. Other useful contacts

It may be useful for you to know that you can get information about your rights from other bodies that are independent from us. Below is a list of those bodies that we consider may be of interest to you:

Department for Communities and Local Government

Communities and Local Government
Leasehold and Park Homes Team
Eland House
Bressenden Place
London
SW1E 5DU

Tel: 0303 444 0000

E-mail: contactus@communities.gov.uk
Website : www.communities.gov.uk/housing

The Leasehold Advisory Service (LEASE)

LEASE is an executive non-departmental public body which is funded by the government to give free initial advice on landlord and tenant law affecting residential properties. It is staffed by officers with legal training.

The Leasehold Advisory Service
Maple House
149 Tottenham Court Road



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London
W1T 7BN

Tel: 020 7383 9800

E-mail: info@lease-advice.org
Website: www.lease-advice.org

The Tenant Services Authority

The Tenant Services Authority is the national Government agency that regulates housing associations in England.

The Tenant Services Authority (Enquiries Team)
1 Park Lane
Leeds
LS3 1EP

Tel: 0845 230 7000

Email: enquiries@tsa.gsx.gov.uk
Website: www.tenantservicesauthority.org



Appendix 1: Service Charges - Summary of Tenant's Rights and Obligations

1. This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
2. Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
3. You have the right to ask a leasehold valuation tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine who should pay the service charge and who it should be paid to; the amount; the date it should be paid by; and how it should be paid. However you do not have these rights where a matter has been agreed or admitted by you; a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or a matter has been decided by a court.
4. If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
5. Where you seek a determination from a leasehold valuation tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may also have to pay.
6. A leasehold valuation tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where it dismisses a matter because it is frivolous, vexatious or an abuse of process; or it considers a party has acted frivolously, vexatiously, abusively,



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disruptively or unreasonably. The Lands Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.

7. If your landlord proposes works on a building or any other premises that will cost you or any other tenant more than £250, or proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or a leasehold valuation tribunal has agreed that consultation is not required.
8. You have the right to apply to a leasehold valuation tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.
9. You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods. The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.
10. You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.
11. You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.
12. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount



or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

Administration Charges - Summary of Tenant's Rights and Obligations

1. This summary, which briefly sets out your rights and obligations in relation to administration charges, must by law accompany a demand for administration charges. Unless a summary is sent to you with a demand, you may withhold the administration charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
2. An administration charge is an amount which may be payable by you as part of or in addition to the rent directly or indirectly
 - for or in connection with the grant of an approval under your lease, or an application for such approval;
 - for or in connection with the provision of information or documents;
 - in respect of your failure to make any payment due under your lease; or
 - in connection with a breach of a covenant or condition of your lease.
 - If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable.
3. Any provision contained in a grant of a lease under the Right to Buy under the Housing Act 1985, which claims to allow the landlord to charge a sum for consent or approval, is void.
4. You have the right to ask a leasehold valuation tribunal whether an administration charge is payable. You may make a request before or after you have paid the administration charge. If the tribunal determines the charge is payable, the tribunal may also determine
 - who should pay the administration charge and who it should be paid to;
 - the amount;
 - the date it should be paid by; and



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- how it should be paid.

However, you do not have this right where

- a matter has been agreed to or admitted by you;
 - a matter has been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the administration charge arose; or
 - a matter has been decided by a court.
5. You have the right to apply to a leasehold valuation tribunal for an order varying the lease on the grounds that any administration charge specified in the lease, or any formula specified in the lease for calculating an administration charge is unreasonable.
 6. Where you seek a determination or order for a leasehold valuation tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable to the tribunal will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may have to pay.
 7. A leasehold valuation tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where –
 - it dismisses a matter because it is frivolous, vexatious or an abuse of process; or
 - it considers that a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.

The Lands Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.

8. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise the right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, a tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.



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Do you need help to read this? Please contact us
Tel: 0300 123 1222 or Textphone (Minicom): 0300 123 3005



Arabic

هل تحتاج إلى مساعدة لقراءة هذا؟ يرجى منك الاتصال بنا

Somali

Ma u baahan tahay in lagaa kaalmeeyo akhrinta feylkan? Fadlan nala soo xiriir.

Turkish

Bunu okumak için yardima ihtiyaciniz var mi? Lütfen bizimle kontak kurunuz

Portuguese

Necessita de ajuda para ler isto?
 Entre em contacto conosco

Punjabi

ਕੀ ਇਹਨੂੰ ਸਮਝਣ ਲਈ ਤੁਹਾਨੂੰ ਮਦਦ ਦੀ ਲੋੜ ਹੈ? ਕਿਰਪਾ ਕਰਕੇ ਸਾਡੇ ਨਾਲ ਗੱਲ ਕਰੋ।

Polish

Potrzebujesz pomocy, aby to przeczytać?
 Skontaktuj się z nami.

This document is also available in alternative formats, large print, audio or any other language upon request.

Muir Group Housing Association Limited

You can contact us by:

- By Telephoning our Customer Services Team on: **0300 123 1222**
- By Textphone (Minicom) on: **0300 123 3005** or by using the Text Relay service and calling **18001 0300 123 1222**
- Via our website at www.muir.org.uk
- By sending a text message to: **07537 404678**
- By email to info@muir.org.uk
- In person by speaking to any member of staff
- Or by requesting a home visit
- **By writing to us:**
 PO BOX 136, Frodsham, WA6 1AW
- In person at any of our offices listed below

Registered Head Office:

Old Government House, Dee Hills Park, Chester, Cheshire CH3 5AR

Area Offices

Blackpool:

67 Chepstow Road, Blackpool, Lancashire FY3 7PH

Burnley:

Second Floor, Lodge House, Lodge Square, Cow Lane, Burnley, Lancashire BB11 1NN

Glebe Green:

28 Vauxhall Way, Glebe Green, Winsford CW7 1NG

Helsby:

Oakmere House, Mere's Edge, Chester Road, Helsby, Cheshire WA6 0DJ

Huntingdon:

Stable Court, Ferrars Road, Huntingdon, Cambridgeshire PE29 3DH



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"Making diversity part of our culture"

