

BY EMAIL ONLY

Our Ref: MBS.TW

30 January 2018

Dear Leaseholder

**Lease Variation – Taylor Wimpey Ground Rent Assistance Scheme**

Thank you for instructing this firm to handle your lease variation. I and the staff at kenneth elliott + rowe will do our best to see that everything proceeds as smoothly as possible.

I will deal with this matter and it is always my intention to keep you fully informed as to how matters are progressing. I will be happy to discuss any points which you may wish to raise with me either by letter, email, appointment or telephone.

I refer to our Terms & Conditions and Client Information Terms of Business and Client Information which sets out the principles which this firm adopts when acting for its clients. The leaflet needs to be read in conjunction with this letter which together set out the basis on which we will accept your instructions. You can download or view a copy from our website (<http://www.ker.co.uk/conveyancing-documents/> password: convey). However, if you require a hard copy of this document sent in the post please let me know.

**Charges and Expenses**

We offer a fixed cost service for lease variations. Our costs and the disbursements will be covered by the funds offered by the developer for legal fees as part of the scheme (currently £750 inclusive of VAT and all disbursements).

This means (subject to the limitations below) that this is a free service and you will not be required to pay anything to us for legal fees or disbursements or administration fees for your mortgage lender.

**Exclusions to Free Service**

Some limitations apply in rare circumstances. The main two are:

ENTERPRISE HOUSE  
18 EASTERN ROAD  
ROMFORD  
ESSEX  
RM1 3PJ  
DX 4602 ROMFORD  
FAX 01708 766674  
[www.ker.co.uk](http://www.ker.co.uk)

telephone  
01708 757575  
direct line  
01708 707860  
direct email  
mbs@ker.co.uk

partners  
chris dixon  
david farr  
mark sadler  
stephanie tuckett  
keith darvill  
neville filar  
fred rylah

consultants  
troger ramsey

regulated by  
the solicitors  
regulation authority  
SRA no:49277

†notary public

- (i) Our costs cover obtaining consent from your first mortgage company and payment of their administration fee only. If you have a second or subsequent charge or other debts on your property e.g. judgement debts, we will charge an additional £50 plus VAT for dealing with the each additional chargeholder/lender and in such case, you will be responsible for any administration fee they may charge. This will not apply to most people; and
- (ii) Where your lender will not instruct us to deal with the matter and require their own lawyers to review this change. As we are on the panel of all major lenders (high street and buy to let lenders) such as Nationwide Halifax Bank of Scotland HSBC Santander etc this will be extremely rare and practically limited to unusual/non-standard lenders or commercial lending (i.e. lenders who lend on a portfolio of properties typically owned by a single company).

If you require an exact breakdown of our costs and disbursements before we send the final bill, please let me know. The actual split between our costs and disbursements will vary depending on your circumstances in particular, if you have a mortgage and who that mortgage lender is.

Our costs will cover:

- a review the freehold and leasehold titles and your lease;
- approval of the deed of variation to amend your lease from one where the ground rent doubles every 10 years to a Retail Price Index review every 10 years;
- obtaining consent from your mortgage lender;
- arranging for signature by all parties;
- dealing with formal completion and registration requirements at Land Registry; and
- storage of the deeds post registration if required.

We will not carry out a full review of the title or carry out any searches for example local searches as you would expect. We do not provide tax or valuation advice.

## **Obligations**

*What we must do* - We will handle the drafting and approval of the variation and arrange for your lenders to consent to this transaction where applicable. If we are also acting for your lenders, we will act in accordance with their instructions to us.

*What you must do* - You will be required to assist us by signing and returning documents in a prompt manner to assist us in co-ordinating this transaction. If you are likely to be away for a prolonged period during this process, please let us know.

You also need to tell us if a rent review is pending for your flat (see below).

## **Timescale**

We will try and provide you with an estimate of the timeframe, but experience tells us that dealing with landlords/freeholds means that matters are sometimes drawn out. We understand that Taylor Wimpey are quoting around 10 weeks. This type of period is not unexpected, but it may be much longer or shorter.

This timescale may present a problem if your first rent review is due within the coming months because the freeholder will continue to enforce the terms of the lease until they are fully varied.

Given that the process can take several months we cannot be held responsible for any increase in rent if the rent review takes place during our instructions unless we are instructed at least three months before the rent review period and that you have clearly notified us of the pending review on the initial questionnaire. In any event we cannot be responsible if the freeholder is slow in completing (and as this is a voluntary process it may be that they will slow down the process if a rent review is pending).

### **Benefits**

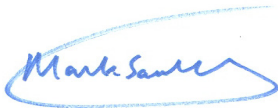
If we act for you in relation to your lease variation as an existing client we offer £50 plus VAT off our standard conveyancing sale charges – now or in the future. See [www.convey-quote.co.uk](http://www.convey-quote.co.uk) for an instant quote.

### **Next Steps**

If you have not already done so to enable me to proceed, please could you complete and return the enclosed Lease Variation Questionnaire as soon as possible.

Your continuing instructions will amount to acceptance of these terms of business. I hope that by sending this letter to you I have addressed your immediate queries about the day-to-day handling of your work and our terms of business. However, if you have any queries, please do not hesitate to contact me.

Yours faithfully



Mark Sadler  
**kenneth elliott + rowe**