

|                  |             |
|------------------|-------------|
| <b>Property:</b> | [Post Code: |
| <b>Seller:</b>   |             |

These enquiries are asked on behalf of buyers. The Seller should only respond to these enquiries if they are the Rentcharge Owner, Management Company or the Managing Agent or are the appointed representative for any of them. It is assumed the legal representatives of the parties have read the relevant Transfer.

| <b>TERM</b>                     | <b>DEFINITION</b>   |
|---------------------------------|---|
| <b>Service Charge</b>           | The amount payable either as the result of the operation of enfranchisement through the Leasehold Reform Act 1967 or the Leasehold Reform Housing and Urban Development Act 1993 or by the terms of the Transfer and as is permitted under the Rentcharges Act 1977 which can be summarised as being either (a) a nominal fixed amount required to make the covenants by the Transferee (and their successors in title) in the Transfer enforceable by the Rentcharge Owner or (b) the amount payable by an Owner as a contribution to the costs of services, repairs, maintenance, insurance, improvements or costs of management etc. as set out in the Transfer. This is sometimes known as a variable rentcharge or service charge. |
| <b>Estimated Service charge</b> | The amount calculated by the Management Company or Rentcharge Owner under the terms of the Transfer as representing a payment on account of the Service charge for the current financial year where the actual Service charge will not be known until publication of the relevant year end Service charge or rentcharge accounts.   |
| <b>Leasehold Owners</b>         | The owners of long residential or commercial leases with rights to use the Managed Areas.   |
| <b>Managed Area</b>             | The communal areas or facilities managed by or on behalf of the Rentcharge Owner and/or Management Company under the terms of the Transfer. Managed Areas are sometimes also called common parts.   |
| <b>Management Company</b>       | A management company referred to in the Transfer, a Right to Manage Company or Residents Management Company, authorised to provide services and administer the terms of the Transfer either directly or through Managing Agents.  |
| <b>Managing Agent</b>           | A person or organisation which acts on behalf of the Management Company or Rentcharge Owner [within their terms of reference, subject to any legal restrictions].   |
| <b>Property</b>                 | The property known by the above address, including any land and outbuildings owned by the Seller.   |
| <b>Owners</b>                   | The owners of properties entitled to use the Managed Area.  |
| <b>Rentcharge Owner</b>         | The person to whom the Service charge is payable under the terms of the Transfer and who may be required to provide services and administer the terms of the Transfer either directly or through a Managing Agent.  |

**Reserve Fund**

A fund collected from the Owners which allows the build-up of monies to pay for repairs and the replacement of major items (such as electric entrance gates) or to equalise cyclical expenditure (such as external decoration), avoiding excessive peaks in the Service charge. Reference to Reserve Fund includes any sinking fund or replacement fund.

**Transfer**

The deed under which the covenants and restrictions were created for the management and operation of Managed Areas and any Management Company required by the Transfer, in the case of subsequent ownership, the Deed of Covenant binding the Owner as if they were party to the Transfer.

Please complete the information requested. It is important that the incoming Owner is fully aware of their obligations so the information given must be as accurate as possible. If there is insufficient space, continue on a separate sheet.

| <b>SECTION 1: CONTACT DETAILS</b>                           |  | <i>Complete the details for the relevant parties or cross through if not applicable. If there are more parties involved, provide details on a separate sheet. If applicable, state the redress scheme to which you belong.</i> |   |
|---|--|--|---|
| <b>1.1 Rentcharge Owner</b>                                 |  | <b>1.2</b>   | <b>Management Company</b>   |
| Name<br>Address<br><br>Telephone<br>Email<br>Redress Scheme |  | Name<br>Address<br><br>Telephone<br>Email<br>Redress Scheme  |   |
| <b>1.3 Managing Agent</b>                                   |  | <b>1.4</b>   | <b>Legal Representative of one of the above</b>   |
| Name<br>Address<br><br>Telephone<br>Email<br>Redress Scheme |  | Name<br>Address<br><br>Telephone<br>Email<br>Appointed by:   | <input type="checkbox"/> Management Company<br><input type="checkbox"/> Rentcharge <input type="checkbox"/> Other Owner |

- 1.5 Who accepts service of the Notice of Transfer & Charge?
- Tick the box beside each party and state the total fee including VAT for notice of transfer and charge.*
- Rentcharge Owner      £ \_\_\_\_\_  
 Management Company      £ \_\_\_\_\_  
 Managing Agent      £ \_\_\_\_\_  
 Legal Representative      £ \_\_\_\_\_  
 Other      £ \_\_\_\_\_

If other, provide contact details for service:

|   |                      |
|---|----------------------|
| Name  | <input type="text"/> |
| Address                                     | <input type="text"/> |
| Telephone                                   | <input type="text"/> |
| Email                                       | <input type="text"/> |
| Capacity (e.g. Management Company's lawyer) | <input type="text"/> |

- 1.6 Who collects the Service charge?  
 Rentcharge Owner     Management Company     Managing Agent     N/A
- 1.7 Who deals with the day to day maintenance of the Managed Area?  
 Rentcharge Owner     Management Company     Managing Agent     N/A
- 1.8 Who organises and administers the insurance for the Managed Areas?  
 Rentcharge Owner     Management Company     Managing Agent     N/A

## SECTION 2: TRANSFER & REGISTRATION

2.1 Is a Deed of Covenant required?     Yes     No     Not Known

2.1.1 If Yes, confirm the costs applicable to the Deed including VAT    £ \_\_\_\_\_

2.2 Are you aware of consent having been given to any alterations or additions to the Property?     Yes     No     N/A

2.2.1 If Yes, provide details and copies of any consent:

2.3 Is the incoming Owner required to take a share in, or become a member of, the Management Company?     Yes     No

2.3.1 If Yes, provide details of the procedure and fees:

2.4 What is the procedure and cost for obtaining a certificate in accordance with a restriction in the Proprietorship Register at the Land Registry, if applicable?

## SECTION 3: SERVICE CHARGE

3.1 What is the annual Service charge payable by this Property? *NB This should include payments which you describe as service charges or similar.*    £ \_\_\_\_\_

*If there is also a 'fixed' Rentcharge, please confirm the amount and explain why.*

3.2 Is the Service charge paid up-to-date?     Yes     No

3.2.1 If No, supply details of the arrears:

- 3.3 What period is covered by the last demand? From: \_\_\_ / \_\_\_ / \_\_\_\_\_ To: \_\_\_ / \_\_\_ / \_\_\_\_\_
- 3.4 How many properties contribute toward the maintenance of the Managed Area?  
(Stipulate the number of each applicable type of property)
- Residential Freehold:  
Residential Leasehold:  
Commercial:
- 3.5 Is any excess payment anticipated from the Property at the end of the financial year?  Yes  No
- 3.5.1 If Yes, provide details:
- 3.6 In the last 12 months, has any inability to collect payments, from any party, affected (or is it likely to affect), the maintenance of the Managed Area?  Yes  No
- 3.6.1 If Yes, provide details:
- 3.7 Does a Reserve Fund apply to the Managed Area?  Yes  No (If No skip to 3.8)
- 3.7.1 If Yes, confirm the amount collected held in the Reserve Fund
- (a) from Owners of the Property £ \_\_\_\_\_
- (b) for the entirety of the Managed Areas £ \_\_\_\_\_
- 3.7.2 Is the amount expected to be sufficient to cover the known expenditure?  Yes  No
- 3.7.3 If No, supply details:
- 3.8 If parts of the Managed Areas require regular decoration confirm the date when the Managed Areas were last decorated, internally and externally.
- Internally \_\_\_ / \_\_\_ / \_\_\_\_\_ or  N/A
- Externally \_\_\_ / \_\_\_ / \_\_\_\_\_ or  N/A
- 3.9 Within the next 2 years, are any works proposed to the Managed Areas anticipated to require an additional contribution greater than £250 from the Owner?
- completed but unpaid
- due
- anticipated
- N/A (Skip to 3.10)
- 3.9.1 If so, provide details of the works and the contribution anticipated from the Owner:
- 3.10 Is any increase in the Service charge over 10% or £100, whichever is the greater, anticipated in the next 2 years?  Yes  No

3.10.1 If Yes, provide details:

3.11 Where you operate Service charge consultation, are there any outstanding Service charge consultation procedures?

Yes  No  N/A (*Skip to 3.12*)

3.11.1 If Yes, provide details:

3.12 Are the Managed Areas known to be affected by Japanese knotweed or other invasive species?

Yes  No

3.12.1 If Yes, provide details and a copy of any invasive species management plan in place.

3.13 Are there any transfer fees, deferred charges or similar fees, expressed as a percentage of the Property's value payable on an event such as resale or subletting?

Yes  No

3.13.1 If Yes, provide details:

## SECTION 4: INSURANCE

4.1 Are the Managed Areas insured?

Yes  No (*Skip to 5*)

4.1.1 If Yes, are the insurance premium contributions payable by the Owner paid up to date for the Managed Areas?

Yes  No

4.1.1.1 If No, provide details of the arrears:

4.2 What period is covered by the last demand?

From: \_\_\_ / \_\_\_ / \_\_\_\_ To: \_\_\_ / \_\_\_ / \_\_\_\_

4.3 Have any claims been made against the policy during the last 3 years?

Yes  No

4.3.1 If Yes, provide details:

4.4 Are any claims anticipated?

Yes  No  Not Known

4.4.1 If Yes, provide details:

4.5 Is the insurance premium included in the Service charge?

Yes  No

4.6 If No, confirm the annual amount payable for the Property:

£ \_\_\_\_\_

## SECTION 5: DISPUTES

5.1 Are there any documented unresolved disputes with the Owners of any of the properties using the Managed Area?

Yes  No

5.1.1 If Yes, to the extent permitted by the Data Protection Regulations, please supply details:

5.2 Are you aware of any breach of the terms of the Transfer of this Property?

Yes  No

5.2.1 If Yes, provide details:

## SECTION 6: REQUIRED DOCUMENTS

*Please provide the following applicable documents:-*

6.1 The last 3 years published Service charge Accounts:

Enclosed  To follow  N/A

6.2 Managed Areas insurance policy and schedule:

Enclosed  To follow  N/A

6.3 Estimated Service charge for the current year and details of the anticipated payments on account for the Property:

Enclosed  To follow  N/A

6.4 Estimated Service charge for the previous year for which accounts have not yet been prepared for the Property:

Enclosed  To follow  N/A

6.5 Copies of any notices served on the Owners in respect of any proposed works or any works which have not yet been paid for:

Enclosed  To follow  N/A

6.6 Any additional regulations or rules affecting the Property which are not contained in the Transfer:

Enclosed  To follow  N/A

6.7 Any required Deed of Covenant:

Enclosed  To follow  N/A

Buyer's lawyer to draft

6.8 Any Certificate of Compliance required by a Restriction on the registered title:

Enclosed  To follow  N/A

Buyer's lawyer to draft

6.9 Copy of any permission to alter the Property which has been issued:

Enclosed  To follow  N/A

6.10 Copy of any known notices served on the Owner and documentation arising from them:

Enclosed  To follow  N/A

6.11 Asbestos Survey for buildings forming part of the Managed Area built or converted before 2001:

Enclosed  To follow  N/A

- |      |  |                                   |                                    |                              |
|------|--|-----------------------------------|------------------------------------|------------------------------|
| 6.12 | Fire Risk Assessment for communal areas in buildings forming part of the Managed Area: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 6.13 | Memorandum and Articles of Association of the Management Company:                      | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 6.14 | Minutes of the last AGM for the Management Company:                                    | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 6.15 | Menu of fees for your administrative services  | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |

|                   |   |
|-------------------|---|
| Signed .....      | Dated .....   |
| Print Name: ..... | <i>Please tick as applicable below, to confirm the capacity in which the answers are given.</i><br><input type="checkbox"/> Rentcharge Owner <input type="checkbox"/> Management Company<br><input type="checkbox"/> Managing Agent <input type="checkbox"/> Residents' Association |
| Company: .....    |   |

**Note**

Additional enquiries. Raise only those specific additional enquiries required to clarify issues arising out of the documents submitted or which are relevant to Property or the management of the Managed Areas or which the buyer has expressly requested. Resist raising any general additional enquiries that can be established by the buyer's own enquiries, survey or personal inspection.

**Disclaimer**

Whilst care has been taken in the preparation of this form, no legal liability is accepted by the organisations which created the form. This disclaimer does not affect the legal responsibilities of the person, or organisation, completing this form to answer to the best of their knowledge and ability. If you have any queries you should discuss these with your conveyancer or solicitor.

