

FACTSHEET

«DateToday»

This fact sheet is designed to assist Conveyancers acting in the sale of a property where Freehold Managers PLC act for the Landlord

Information required for completion of buyer's enquiries

We understand that in the course of a Leasehold sale and purchase, each party requires confirmation of matters relating to the Lease from the associated parties. As agent for the Landlord, we can answer enquires and provide you with information we hold relating to the property. However, we cannot provide advice to you regarding the leaseholder's obligations under the terms of the lease.

Enquiries relating to Service Charges and maintained areas

Freehold Managers does not undertake management and maintenance in house. We appoint professional, third party Managing Agents to undertake these services on behalf of the Landlord. You must contact the party who collects Service Charges for information relating to copies of accounts, stock transfer forms, share certificates, asbestos reports and sinking/reserve funds. Enquiries relating to cladding and Fire Safety must also be directed to the Managing Agent.

Timing

Freehold Managers PLC aims to respond to all correspondence within **10 working days** of receipt, although this could take longer during busy periods. Please make a note of this timescale to ensure there are no unnecessary delays to your transaction. We are able to provide an expedited service for urgent matters. Our fee to do so is an additional **£210.00 (inc. VAT)** for a response within **48 hours** of receipt of funds (excludes weekends/bank holidays).

Pre-Sale Enquiry Pack

We do not fill out the LPE1 forms manually and instead provide our own Pre-Sale Enquiry Pack.

Our Pre-Sale Pack includes the following:

- Ground Rent Information
- Insurance Certificate (if the Property is insured through the Landlords Broker)
- Confirmation of Breach of Lease
- Lease & Title information
- Contact information for the Managing Agent responsible for collecting the Service Charge.
- Draft Deed of Covenant.
- Notice Template

Leaseholders are able to request a pack online via our Tenant Portal. They will need to provide us with your email address to allow us to send the pack to you directly. **By your client paying using their Debit or Credit Card via the Tenant Portal, we are able to provide the pack at a reduced cost of £260.00 (inc. VAT).** We aim to respond within 10 working days, although this could take longer during busy periods.

In order for the Leaseholder to pay for the Pack, please ask them to follow the Link below. Should they need to create an account they will need their **property reference number** and **unique code**, which can be found on any a Ground Rent Demand.

www.fmplc.co.uk/my-account/

Our offline fee to provide the Pre-Sale Pack is **£310 (inc. VAT)**. Please note that we are able to accept payment by Bank Transfer or cheque, however this will result in a longer turn around time. Our bank details can be found below.

Deed of Covenant

A draft Deed of Covenant is issued by Freehold Managers with all Pre-Sale Enquiry Packs in an editable format. You must check the transfer obligations under the terms of the Lease for Deed of Covenant requirements. If a Deed of Covenant is required, please populate the Deed we have supplied with the buyer's details and return it to us with our fee for registration and engrossment which is currently £195 (inc. VAT).

The draft Deed is included in our Pre-Sale Enquiry Pack. However, if you only require a draft Deed in isolation, please confirm this request in writing. Unfortunately, Deeds will not be drafted or issued without receipt of our fee.

Licence to Assign or Consent to Transfer

The Lease for the property may contain a provision for the buyer and seller together with the Landlord to enter into a Licence to Assign. Our fee of £325 (inc. VAT) is payable at the point of the request for the Licence, a draft will not be issued until the fee is paid. Please provide us with the buyer's details and a copy of the relevant Leasehold Title. We will supply the Licence to you and ask that you obtain the signatures of both parties and return the fully executed document to our office for us to execute and date the document to allow completion to take place.

Service of the Notice of Assignment and/or Mortgage/Charge

Please complete our Template Notice attached to this email and return it to us with any other post completion documentation via email to pt@fmpic.co.uk.

Our fee to receipt a Notice of Assignment or Notice of Charge is £135.00 (inc. VAT) or alternatively, our fee to receipt a Notice of Transfer and Charge together is £220.00 (inc. VAT).

If your client pays Service Charges under the Lease, please ensure you additionally serve copy notices on the managing agent who collects Service Charges.

Certificate of Compliance

We are able to provide a Certificate of Compliance for restrictions in favour of the Landlord registered under HP689357 or the previous Freeholder. Our fee to provide a Certificate of Compliance is £200.00 (inc. VAT), please forward us a copy of the Leasehold title when requesting the Certificate. We are unable to provide the Certificate until the clauses referred to in the restrictions have been complied with and we have been provided with sufficient evidence of this. Failure to provide sufficient evidence that the restriction has been complied with will delay registration.

Removal or Amendment of Restriction on Title

Many Leasehold titles include a restriction, requiring a certificate from the Landlord confirming compliance with the Lease before registration can take place. These restrictions are frequently poorly worded or out of date. We have a simple process to amend restrictions by using HM Land Registry form RX3 for the removal of the outdated restriction and the RX1 form to update the restriction wording. This forms part of our Certificate of Compliance procedure as detailed above and is included in the cost. The RX forms will be returned to you at the same time as a properly worded certificate post completion based on the updated restrictions, allowing registration to take place immediately.

Amendments to leases for CML compliance.

Lenders will sometimes require additional wording in leases to ensure that they are notified of any claim for possession of the property under Section 8 of the Housing Act 1988 (or any replacement or re-enactment thereof). We have a straightforward process to amend the Lease to include suitable protection by way of a Deed of Variation. There is no premium associated with this, however our legal costs must be paid by the applicant.

If you require this amendment, we suggest you begin the process by emailing our Consents team - consents@fmpic.co.uk who can begin the process for you.

Fees

A summary of the fees levied are as follows (**All fees are inclusive of VAT**)

Notice of Assignment or Notice of Charge	£135
Notice of Assignment and Notice of Charge	£220
Landlords Pre-Sale Enquiry Pack (online/Tenant Portal)	£260
Landlords Pre-Sale Enquiry Pack (Bank Transfer)	£310
Expedition Fee	£210
Deed of Covenant	£195
Licence to Assign	£325
Certificate of Compliance (including restriction amendment)	£210

Please note that all payments are non-refundable, we trust that you have checked the Lease requirements and instructed us accordingly.

We require all enquires and post completion documents to be sent to us by email to PT@fmpc.co.uk

Freehold Managers.

**Property Transfer Team
Freehold Managers Plc**

Building Safety Act 2022

Landlord's certificate

This certificate relates to the lease of Alexander Square 73-96 SO50 4BX Blk F

The lease was granted on 26 Feb 2010

The dwelling to which the lease relates is 84 Alexander Square SO50 4BX

Name and address of the relevant landlord under the lease Freehold Managers (Nominees)
Limited of 250 Bishopsgate, LONDON, EC2M 4AA

Name and address of the current landlord under the lease Freehold Managers (Nominees)
Limited of 250 Bishopsgate, LONDON, EC2M 4AA

Name and address of any superior relevant landlords under the lease

Not Applicable

IMPORTANT NOTE: Answers to the questions below are needed to confirm whether or not any of the relevant landlords under the lease are responsible for historic safety defects under the Building Safety Act 2022.

Failure to return a completed, signed copy of this certificate, along with the evidence from any superior landlords under this lease, to the leaseholder will result in you being held responsible for all historical safety defects under the lease to which this certificate relates.

In answering the questions below you must provide information about the property as at 14th February 2022, not the current date.

If you were not the landlord of the property on 14th February 2022 it is still you who are responsible for completing, signing and returning this certificate, but you may need to seek the answers to the questions below from someone else e.g. the person who was the landlord on that date.

Questions as developer criteria:

The relevant defect to which the below statements apply is

None identified

1. On 14th February 2022 the landlord under the lease was responsible for the relevant defect or associated with a person responsible for the relevant defect (The definition of 'responsible' is set out in paragraph 2(3) of Schedule 8 to the Building Safety Act 2022.)
2. On 14th February 2022 at least one superior landlord was responsible for the relevant defect or was associated with a person responsible for a relevant defect.

The superior landlords responsible for the defect are:

3. On 14th February 2022 the landlord under the lease and all superior landlords were not responsible for the relevant defect or associated with a person responsible for a relevant defect.
4. No relevant defect that requires remediation was identified at the point this certificate was produced. X

Questions as to qualifying lease

1. The leaseholder has not provided a leaseholder deed of certificate at the point this certificate was issued. They are assumed not to qualify for the qualifying lease protections until they demonstrate otherwise. X
2. The leaseholder has provided a leaseholder deed of certificate, but does not qualify for the qualifying lease protections.
3. The leaseholder has provided a leaseholder deed of certificate demonstrating that they qualify for the leaseholder protections.

Questions as to group net worth criteria

Please note: You are only required to complete this section where the lease is a qualifying lease.

At the beginning of 14th February 2022 the net worth of the landlord under the lease at the beginning of 14th February 2022 listed above and all the companies (if any) within the landlord group (d) of that landlord was £276,160,000 and the minimum number of relevant buildings for that landlord and its group on that date (N) was 165.

1. The net worth of the landlord group was less than N x £2,000,000
2. The net worth of the landlord group was equal to or more than N x £2,000,000
3. The landlord is exempt from the net worth assessment as it is a private registered provider of social housing, a local authority, a government department, an arm's length body, an NHS Foundation Trust or the Crown. The landlord is:

Determination of the value of a qualifying lease

Please note: You are only required to complete this section where both of the following criteria apply:

- you do not meet the contribution condition; and
- the lease is a qualifying lease.

On 14th February 2022 the value of the qualifying lease listed above was **TBC**
[insert value of the lease on 14th February 2022, calculated in accordance with SI 2022/859]

Work undertaken on relevant defects

Please note: You are only required to complete this section where all of the following criteria apply:

- you do not meet the contribution condition;
- the lease is a qualifying lease; and
- the value of the lease on 14th February 2022 was more than £175,000 (£325,000 in Greater London).

The following relevant measures relating to relevant defects have been carried out to the relevant building since 28 June 2017:

Date completed	Work undertaken	Total cost of works for building	Number of flats between which the costs should be divided	This lease's share of costs

Total amount paid for this lease since 28 June 2017: £.....

Based on the information provided in this certificate and the information provided by the leaseholder in the deed of certificate, the maximum liability for relevant historical safety defects for this lease where the landlord is not connected to the developer is **TBC** (subject to receipt of a completed Leaseholder Deed of Certificate)

Evidence

The following documents from part of this landlord certificate

Accompanying documents required under Regulation 6

A copy of each document listed below is required in accordance with regulation 6, except where one of the following applies:

1. Where you (the current landlord) or a superior landlord met the developer test or there is no known defect at the time of completing this certificate and you met the contribution condition or the lease is not a qualifying lease, you do not need to provide information and evidence under regulation 6(3) and (4).
 2. Where you or a superior landlord met the developer test or there is no known defect at the time of completing this certificate and you did not meet the contribution condition, you do not need to provide information and evidence under regulation 6(3)(a) and (b), and (4)(d). X
 3. Where you or a superior landlord did not meet the developer test and you met the contribution condition or the lease is not a qualifying lease, you do not need to provide information and evidence under regulation 6(3)(a) and (c), and (4)(a), (b), (e) and (f).
 4. Where you or a superior landlord did not meet the developer test and you are exempt from the contribution condition (in accordance with paragraph 3 of Schedule 8 to the Building Safety Act 2022), you do not need to provide information and evidence under regulation 6(3)(c), and (4)(a) and (b).
 5. Where you or a superior landlord met the developer test or there is no known defect at the time of completing this certificate and you are exempt from the contribution condition (in accordance with paragraph 3 of Schedule 8 to the Building Safety Act 2022), you do not need to provide information and evidence under regulation 6(3), and (4)(a), (b) and (d).
 6. Where your or a superior landlord did not meet the developer test, you did not meet the contribution condition and the value of the lease on 14 February 2022 was below £325,000 in Greater London or £175,000 elsewhere in England, you do not need to provide information and evidence under regulation 6(4)(e) and (f).
-
- A. Evidence of the relevant percentage of the building owned by each landlord (where there are superior landlords in the building) (regulation 6(3)(a))
 - B. Organogram or other form of information showing the landlord group companies and related details in relation to the developer test (regulation 6(3)(b)) X
 - C. Organogram or other form of information showing the landlord group companies and related details in relation to the contribution condition (regulation 6(3)(c)) X

- D. Most recent company accounts for each company in the landlord group audited or filed after 14 February 2017 but before 14 February 2022 (regulation 6(4)(a)) X
- E. Statement from chartered accountant or finance director (regulation 6(4)(b)) X
- F. Documents demonstrating that the relevant building was constructed or converted before the relevant period and details of any relevant works which were carried out in the relevant period (regulation 6(4)(c))
- G. Confirmation of the identity of any person who undertook works relating to the relevant defect or commissioned those works (regulation 6(4)(d)(i))
- H. Details of the parties to any joint venture which commissioned or undertook works relating to the relevant defect in the building (regulation 6(4)(d)(ii))
- I. Evidence of any relevant defects and works carried out to remedy those defects since 28 June 2017 (regulation 6(4)(e))
- J. Evidence of any costs paid in relation to the works carried out to remedy those relevant defects, details of the number of flats between which the costs should be divided and evidence of the leaseholder's maximum remaining liability (regulation 6(4)(f))

Signed by Gerry Currell, Director of Operations



.....
 As nominated person for Freehold Managers PLC as attorney for and on behalf of Freehold Managers (Nominees) Limited

Date 25 October 2023

WARNING: If any person who is a relevant landlord under paragraph 2(4) of Schedule 8 to the Building Safety Act 2022 does not provide a certificate which complies with regulation 6 in the form outlined in this certificate to the leaseholder, the condition in paragraph 2(2) of Schedule 8 to the Act is to be treated as met in accordance with paragraph 14(2) of Schedule 8 to the Act.

Dishonestly making a false representation or failing to disclose information required may be a criminal offence under section 2 or 3 of the Fraud Act 2006. Under section 12 of that Act a director, manager, secretary or other similar office of a corporation may also be criminally liable.

Notes

- (a) a qualifying lease has the meaning in section 119 of the Building Safety Act 2022.*
- (b) a relevant building has the meaning in section 117 of the Building Safety Act 2022, and for the purposes of this certificate includes the relevant buildings for the whole landlord group on 14th February 2022 (see paragraph 3 of Schedule 8 to the Act).*
- (c) the net worth is to be determined in accordance with regulations made under paragraph 3(4)(b) of Schedule 8 to the Building Safety Act 2022.*
- (d) the landlord group has the meaning in paragraph 3(4) of Schedule 8 to the Building Safety Act 2022.*
- (e) 'responsible for' has the meaning given in paragraph 2(3) of Schedule 8 to the Building Safety Act 2022.*
- (f) a relevant defect has the meaning in section 120 of the Building Safety Act 2022.*
- (g) 'associated with' has the meaning given in section 121 of the Building Safety Act 2022.*