

FREEHOLD MANAGEMENT ENQUIRIES

FME1

Property:	
Seller:	

These enquiries are asked on behalf of buyers. The Seller should only respond to these enquiries if they are the Management Company, the Managing Agent or the Residents' Association or are representing any of them.

TERM	DEFINITION
Estate Rentcharge	The amount payable under the terms of the Transfer as is permitted under clause 2(4) of the Rentcharges Act 1977.
Managed Area	The properties including the building containing the Property, together with any land, managed by or on behalf of the Management Company under the terms of the Transfer. Managed Areas are sometimes also called common parts.
Management Company	A management company referred to in the Transfer, to provide services and administer the terms of the Transfer either directly or through Managing Agents.
Managing Agent	A person or organisation which acts on behalf of the Management Company [within their terms of reference, subject to any legal restrictions].
Property	The property known by the above address, including any land and outbuildings transferred to the Seller.
Owners	The owners of properties in the Managed Area.
Rentcharge Owner	The person to whom the Estate Rentcharge is payable under the terms of the Transfer.
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.
Residents' Association	A group of some or all of the Owners with or without a formal constitution or corporate status, or a recognised residents association which is 'recognised' by law and with a formal constitution.
Service Charge	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. The amount payable may vary according to the costs incurred or to be incurred.
Transfer	The deed under which the covenants and restrictions were created for the management and operation of the Management Company and Managed Areas and, 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.

SECTION 1: CONTACT DETAILS		<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.</i>	
1.1	Management Company		Managing Agent
	Name Address	Name Address	
	Telephone Email	Telephone Email	
1.3	Rent Charge Owner		Lawyer representing one of the above
	Name Address	Name Address	
	Telephone Email	Telephone Email Appointed by: <input type="checkbox"/> Management Company <input type="checkbox"/> Rent Charge Owner <input type="checkbox"/> Other	

1.1

1.3

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 assignment and charge.

☐ Management Company £ _____
☐ Managing Agent £ _____
☐ Rent Charge Owner £ _____
☐ Lawyer £ _____

If other, provide contact details for service:

Name

Address

Telephone

1.6 Who collects the Estate Rentcharge?

☐ Rentcharge Owner ☐ Management Company ☐ Managing Agent ☐ N/A

1.7 Who collects the Service Charges?

☐ Management Company ☐ Managing Agent ☐ N/A

1.8 Who deals with the day to day maintenance of the Managed Area?

☐ Management Company ☐ Managing Agent ☐ Other ☐ N/A

1.9 Who collects the insurance premiums for the Managed Areas ?

☐ Management Company ☐ Managing Agent ☐ Other ☐ N/A

1.10 Who organises and administers the insurance?

☐ Management Company ☐ Managing Agent ☐ Other ☐ 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

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

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

2.5 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: ESTATE RENTCHARGE

3.1 What is the annual Estate Rentcharge payable by this Property?

£ _____

3.2 Is the Estate Rentcharge 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: _____

SECTION 4: SERVICE CHARGE

4.1 How many properties contribute toward the maintenance of the Managed Area?

4.1.1 What is the current annual Service Charge for the Property?

£ _____

4.2 Is the Service Charge paid up to date for the Property?

☐ Yes ☐ No

4.2.1 If No, supply details of the arrears:

4.3 Is any excess payment anticipated for the Property at the end of the financial year?

☐ Yes ☐ No

4.3.1 If Yes, provide details:

4.4 What period is covered by the last demand?

From: _____ To: _____

4.5 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

4.5.1 If Yes, provide details:

4.6 Does a Reserve Fund apply to the Managed Area?

☐ Yes ☐ No

4.6.1 If Yes, confirm the amount collected from Owners of the Property, currently held in the Reserve Fund:

£ _____

4.6.2 Is the amount expected to be sufficient to cover the known expenditure?

☐ Yes ☐ No

4.6.3 If No, supply details:

4.7 Confirm the date when the Managed Areas were last decorated, internally and externally.

Internally Date: _____ To: _____

Externally Date: _____ To: _____

4.8 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

4.8.1 If so, provide details of the works and the contribution anticipated from the Owner:

4.9 Is any increase in the Service Charge over 10% or £100, whichever is the greater, anticipated in the next 2 years?

☐ Yes ☐ No

4.9.1 If Yes, provide details:

4.10 Where you operate Service Charge consultation, are there any outstanding Service Charge consultation procedures?

☐ Yes ☐ No ☐ N/A

4.10.1 If Yes, provide details:

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

4.12.1 If Yes, provide details:

SECTION 5: INSURANCE

5.1 Are the insurance premium contributions paid up to date for the Managed Areas including the Property?

☐ Yes ☐ No

5.1.1 If No, provide details of the arrears:

5.2 What period is covered by the last demand?

From: _____ To: _____

5.3 Has the premium been paid in full?

☐ Yes ☐ No

5.3.1 If No, provide details:

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

☐ Yes ☐ No ☐ Not Known

5.4.1 If Yes, provide details:

5.5 Are any claims anticipated?

☐ Yes ☐ No

5.5.1 If Yes, provide details:

5.6 Is the insurance premium included in the service charge budget?

☐ Yes ☐ No

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

£ _____

SECTION 6: DISPUTES & ENFRANCHISEMENT

6.1 Are there any documented unresolved disputes with the Owners of any of the properties using the Managed Area? ☐ Yes ☐ No

6.1.1 If Yes, to the extent permitted by the Data Protection Act 1998, please supply details:

6.2 Are you aware of any breach of the terms of the Transfer of this Property? ☐ Yes ☐ No

6.2.1 If Yes, provide details:

SECTION 7: GENERAL

7.1 How many other properties are there entitled to use the Managed Area? _____

7.2 Are they all subject to Transfers with similar terms? ☐ Yes ☐ No ☐ Not Known

7.2.1 If No, provide details:

SECTION 8: REQUIRED DOCUMENTS

Please provide the following applicable documents:-

8.1 The last 3 years published Service Charge Accounts: ☐ Enclosed ☐ To follow ☐ N/A

8.2 Managed Areas insurance policy and schedule: ☐ Enclosed ☐ To follow ☐ N/A

8.3 Service charge estimate for the current year and details of the anticipated payments on account for the Property: ☐ Enclosed ☐ To follow ☐ N/A

8.4 Service charge estimate for the previous year for which accounts have not yet been prepared for the Property: ☐ Enclosed ☐ To follow ☐ N/A

8.5 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

8.6 Any additional regulations or rules affecting the Property which are not contained in the Transfer: ☐ Enclosed ☐ To follow ☐ N/A

8.7 Any required Deed of Covenant Management Company's lawyer provides ☐ Enclosed ☐ To follow ☐ N/A
☐ Buyer's lawyer to draft

8.8 Any Certificate of Compliance required by a Restriction on the registered title: ☐ Enclosed ☐ To follow ☐ N/A
☐ Buyer's lawyer to draft

- | | | | | |
|------|--|-----------------------------------|------------------------------------|------------------------------|
| 8.9 | Copy of any permission to alter the Property which been issued: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.10 | Copy of any known notices served on the Owner and documentation arising from them: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.11 | Asbestos Survey for buildings forming part of the Managed Area built or converted before 2001: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.12 | 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 |
| 8.13 | Memorandum and Articles of Association of the Management Company: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.14 | Minutes of the last AGM for the Management Company: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |

Additional Information relevant to the Estate

Signed	Dated				
Print Name: Company:	<i>Please tick as applicable below, to confirm the capacity in which the answers are given.</i> <table> <tr> <td>Managing Agent</td> <td>Management Company</td> </tr> <tr> <td>Rentcharge Owner</td> <td>Residents' Association</td> </tr> </table>	Managing Agent	Management Company	Rentcharge Owner	Residents' Association
Managing Agent	Management Company				
Rentcharge Owner	Residents' Association				

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.