



Complete Instruction Pack Leasehold Sale

- **Information for Clients on Selling a Property**
- **Franklins Property Questionnaire – Leasehold Sale**
- **Conveyancing Terms & Conditions**
- **Debit Card Authority Form**

INFORMATION FOR CLIENTS ON SELLING A PROPERTY

1. Introduction

- 1.1 This is intended as a general guide only but it does contain points of advice which are relevant to your sale. If you are in any doubt about any specific issue please ask your Lawyer for further advice.
- 1.2 If you are buying another property but have not yet advised us please do so as soon as you can and let us know whether the two transactions need to be tied in together.
- 1.3 Our job is to ensure that your interests are protected and that the agreements that you make are in your favour so far as can be achieved.

2. Initial Steps

- 2.1 There is additional information we will need from you to start the sale process. Accordingly you will have received from us a questionnaire, a debit card payment form and two copies of a confirmation of instructions letter. Please complete the questionnaire, the debit card payment form and sign a copy of the confirmation of instructions letter and return each of these documents possible in the business reply envelope also provided so that all preparatory work can be undertaken before there is any pressure on you to move. We will not be able to start work on your behalf until we have them together with any funds requested to cover initial expenditure if you do not wish to use the debit card facility.
- 2.2 **Do not** enter into any written agreement with your Buyer or anyone seeking to represent the Buyer without first having discussed the matter with us. You could be putting yourself into the position of being bound by a contract that may be contrary to your interests.
- 2.3 When we receive your completed questionnaires we will:-
- obtain the deeds to your property.
 - have sufficient information to complete a property information form which is to be sent to your buyer.
- 2.4 We will ask you to supply a fixtures and fittings list of items to remain, to be removed and to be sold by separate negotiation.
- 2.5 If an estate agent is involved in the sale of the property you will have received a copy of the agents details. Please check the details very carefully to ensure that they are accurate and represent the agreed terms of sale. If there are any discrepancies please let us know straight away.
- 2.6 We will ask for your general instructions on the proposed time scale for moving. Please note that this time scale will be subject to the requirements of your buyer. A final date for moving can only be agreed when you and your buyer are ready to proceed.

3. ID and Money

3.1 ID

- 3.1.1 You will see from our terms and conditions that we will undertake online ID checks to start the matter off quickly and to save you sending valuable documents to us in the post.
- 3.1.2 Because of the ever more stringent Anti Money Laundering laws we will also need to see some photo ID, passport or driving licence for example, as well as address confirmatory ID such as a recent utilities bill and it would be best for such documents to be brought in when you come to see us.
- 3.1.3 If you are not able to visit us we will need to make arrangements with you to obtain certified copies of your photo ID and copies of your utilities bill.

3.2 Money for a related purchase transaction

3.2.1 Mortgage advance

- 3.2.1.1 In managing the collection of the purchase money we will be involved directly with your lender and you do not need to concern yourselves over that aspect.

3.2.2 Money from your own resources

- 3.2.2.1 Where you are providing money for the deposit and possibly the balance of the purchase money on completion we will need to see copies of your bank statement to show the money has been in your possession for a period before being used. We have no wish to pry but the need for such evidence is required on two fronts. Firstly your lender will require us to confirm the balance is coming from your own resources. And secondly the Anti Money Laundering laws again require us to check. Please therefore gather all this information well in advance so that there is no delay later on.

3.2.3 Money borrowed from others

- 3.2.3.1 If you are borrowing money from others e.g. parents, to help with the purchase we will need to do two things.
- 3.2.3.2 Firstly we will need to establish whether the payment is a loan or a gift and thus whether the lender is expecting any interest in the property. Such a position may require obtaining the consent of your mortgage lender.
- 3.2.3.3 Secondly we will need to ask for the similar evidence of where the money has been held.

- 3.2.4 These checks are needed even though you may have gone through similar procedures with your bank. Your understanding and patience on these matters is therefore asked for. Thank you.

4. Legal Work Prior to Contracting to Sell

- 4.1 When we have received the title deeds to your property we can produce a contract for sale, property information form and fixtures and fittings list. These, together with a supporting package of documents dealing with title,

planning, guarantees or similar applicable to your property are sent to your buyers lawyers for approval.

4.2 We may be asked further questions concerning your property once the buyer has received the results of survey or the buyers lawyer has received the searches and instructions for the buyers mortgage. We will advise you and reply as soon as we are able.

4.3 The aim is to get to the stage where the contract for sale is approved by the buyers lawyers as soon as possible.

4.4 The buyer is entitled to place reliance upon the information we supply on your behalf. You must make full disclosure to your buyer of all relevant facts about the property and its history. This will avoid any misrepresentation to the buyer however innocent or unintended.

5. Reporting to you up to Exchange of Contracts

5.1 As you will appreciate there are a large number of matters which need to be investigated to ensure that your interests are fully protected. We will keep you advised of progress on a regular basis either by letter or by telephone call.

5.2 Should you have any queries on any matter at any point please contact your lawyer as soon as possible.

5.3 If your instructions change at any stage we will ask you to confirm those instructions in writing so that we can all be clear on what further steps are to be taken.

6. Our Responsibility to your Lender

6.1 We will obtain estimates of the amount required to redeem any mortgage on the property so that we can be sure that there will be adequate funds available to allow the sale to proceed.

6.2 Please list all loans secured against the property of which you are aware. It is important to establish at an early stage whether there are any further charges, second mortgages or local authorities improvement grants, that may be secured upon the property.

6.3 If we are instructed by your lender to repay a mortgage to you, then we are also acting for your lender independently of you. Your lender is also our client and as explained in their terms and conditions you are responsible for their costs.

6.4 All secured lending must be repaid upon completion of your sale.

7. Signing your Contract

7.1 Once we have received the contract approved from your buyers lawyer we will provide a full report of the transaction to date and ask you to sign the contract in readiness for exchange of contracts.

7.2 Signing a contract does not bind you to sell. It is only when all parties are ready that exchange of contracts can take place.

8. Exchange of Contracts

8.1 Once you are happy to proceed and the completion date is agreed we will commence the exchange procedure.

8.2 Exchange of Contracts means that you are bound to sell and the buyer is bound to buy. If either party backs out afterwards there can be a claim for damages one against

the other for losses arising. Such loss could include:-

(a) interest for late completion,

(b) damages to compensate the buyer and any other parties suffering loss involved in the chain of transactions.

8.3 Remember **Do not** sign any other document with the buyer nor agree any variation to terms without contacting us first. You could put yourself in the position of entering into a contract without realising it.

8.4 **It is vital that you are satisfied that you can meet the completion date before you instruct us to exchange Contracts. Our advice is for you NOT to agree a completion timescale of less than 10 working days between exchange of contracts and completion due to risks and penalty clauses in contracts which could incur significant additional costs to you.**

8.5 Our fees estimate is based upon a minimum period of 10 working days between exchange and completion. If there is a requirement to proceed more quickly to completion than that period it will entail additional work on your file, particularly by way of chasing all third parties to comply with pre completion requirements and dealing with the risk issues referred to in clause 7.4 above. Accordingly we will need to charge an additional fee of £100 plus VAT if you instruct us to exchange for a completion in under 10 working days or £200 plus VAT if the period is 5 working days or less.

9. Between Exchange and Completion

9.1 Completion is usually 2 to 4 weeks from exchange of Contracts.

9.2 Our fees estimate is based upon a minimum period of 10 working days between exchange and completion. If there is a requirement to proceed more quickly to completion than that period it will entail additional work on your file, particularly by way of chasing all third parties to comply with pre completion requirements. Accordingly we will need to charge an additional fee of £100 plus VAT if you instruct us to exchange for a completion in under 10 working days or £200 plus VAT if the period is 5 working days or less.

9.3 We will obtain exact redemption statements for all secured mortgages that must be paid off on completion.

9.4 We will obtain details of any Estate Agents account.

9.5 We will obtain details of any other matters that are to be dealt with at completion; e.g. clearance of local authority grants.

9.6 We will advise you of all of these and obtain your confirmation that they are agreed.

9.7 Where appropriate we will send you a detailed statement or all monies required, which will include our charges and all outgoings for the sale and any mortgage redemption and additional work that you may have instructed us to do. This amount required to complete must be paid to us at least 5 working days before completion to allow for clearance of cheques.

9.8 The Transfer will be signed by you in readiness for completion.

10. Practical Points on Completion

- 10.1 Do not forget to tell the Gas, Electricity and Telecommunications suppliers of your move.
- 10.2 Do not forget to cancel your standing orders for the property.
- 10.3 Do not forget to move! You agree to sell with **vacant possession**.
- 10.4 Insurance risk on the building should be retained until actual completion. You agree to transfer the property on completion in the same physical condition as at the date contracts are exchanged.
- 10.5 The risk for contents insurance stays with you. If this was part of your general policy of insurance arranged by the lender then you need to look at contents insurance quickly.

11. Completion Day

- 11.1 We will receive the sale proceeds, pay off any mortgages and any other expenses you instruct us to pay. We will provide undertakings to the buyers lawyers to send your lenders formal release of mortgage and will send them the title deeds and the transfer you have signed.
- 11.2 We will account to you for any balance of monies due after payment of our costs on the sale and send you a full financial statement.
- 11.3 We will deal with any reassignment of your life policies, as instructed, so that they are free of the claims of your lender and the benefits revert to you.

12. Conclusion

- 12.1 We will do all in our power to comply with your reasonable requirements and timescale. Should there be any points you wish to discuss as matters proceed please contact us. We will be pleased to help.



Leasehold Sale Information Questionnaire

Completing the questionnaire

Fill in this questionnaire using a ball-point pen and write clearly in CAPITAL LETTERS. Where asked, please mark the relevant box with a clear tick or ring the appropriate answer.

This form consists of eight sections.

Please return the Information Questionnaire in the business reply envelope provided.

Alternatively, if you need any help in completing the questionnaire, please call us on Freephone 0800 781 8744.

Once you have completed the questionnaire, please ensure you have signed and dated it in the places indicated before returning it.

Milton Keynes

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Silbury Court
Silbury Boulevard
Central Milton Keynes
MK9 2LY

DX: 31409
Tel: 01908 660966
Fax: 01908 558000

Northampton

Franklins Solicitors LLP
14 Castilian Street
Northampton
NN1 1JX

DX: 12471
Tel: 01604 828282
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E-mail: info@franklins-sols.co.uk

Website: www.franklins-sols.co.uk

OFFICE USE ONLY

Reference Number:	
Date submitted:	



LEASEHOLD SALE – Information Questionnaire

PART 1 – Client Details

Client and Transaction Details and Instruction Authority

* Mandatory fields

** Mandatory field: Available at the bottom of your passport's photo page. Please include all chevrons shown (>)

If you have completed this PART 1 form already for a related purchase you don't need to answer these questions again, provided everyone involved as the owner, either seller or buyer, has also previously provided this information.

	Client	Joint Client (if applicable)
Title* (Mr, Mrs, Ms etc)		
Forename*		
Middle name(s)*		
Surname*		
Date of Birth*		
Address*		
Postcode*		
Occupation*		
National Insurance Number*		
Driving Licence Number*		
Telephone*		
Home		
Work		
Mobile		
Fax		

Passport* CLIENT – Machine Readable Number**		
Line1**	CLIENT	
Line2**	CLIENT	
Expiry Date	CLIENT	

Passport* JOINT CLIENT – Machine Readable Number**		
Line1**	JOINT CLIENT	
Line2**	JOINT CLIENT	
Expiry Date	JOINT CLIENT	

If you would like to take advantage of our free Express On-Line and text messaging service please provide e-mail addresses and mobile phone numbers. Franklins websites are secure password protected: www.franklins-sols.co.uk

	E-mail	Mobile
Client		
Joint Client		
Estate Agent		
Lender		

1	Address of property to be sold		Postcode	
2	Do you have any loans/charges secured against the property?		YES <input type="checkbox"/> NO <input type="checkbox"/>	
	If YES, please ensure you complete the section below and the following deeds release authority for the first mortgage lender's name.			
3	Deeds release authority		We hereby give you, our solicitors, the authority to obtain the Title Deeds and documents relating to the above property as detailed below.	
	Holder of the Deeds (usually the principal lender)			
	Address where the Deeds are held			
	Postcode			
	Account number*			
4	If you have additional charges please list them below with the lender's name, address and your account number.			
	Nature of charge		Lender	
	Address			
	Account number			
5	Please list all persons who occupy the property, their respective ages and relationships to yourself. This is to assure the buyer that vacant possession will be given on completion.			
	Seller's name (Client)		Age	
	Seller's name (Joint Client if applicable)		Age	
	Other occupants:	Name	Age	Relationship
		Name	Age	Relationship
		Name	Age	Relationship
		Name	Age	Relationship
6	Please confirm the sale price		£	
7	Contact details for your estate agent		Firm	Contact
	Address			
	Telephone number			
8	Your buyer's and their solicitor's information (if known)			
	Buyer's name		Solicitor's name	
	Address		Address	
	Postcode		Postcode	
9	Is your sale to coincide with the purchase of another property?		YES <input type="checkbox"/> NO <input type="checkbox"/>	
	If YES, please complete part 2 of the Property Purchase Questionnaire which, if not enclosed, is available from our New Business Department, Freephone 0800 781 8744 or can be downloaded from www.franklins-sols.co.uk/pages/resources.asp			
10	Have there been any transfers of the whole or part of the property in the last five years?		YES <input type="checkbox"/> NO <input type="checkbox"/>	
	If YES, were these transfers of the property:		a) for full market value	YES <input type="checkbox"/> NO <input type="checkbox"/>
			b) by way of a gift	YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES to any part of Question 10, please give details:			
11	Is there a Home Information Pack for the property?		YES <input type="checkbox"/> NO <input type="checkbox"/>	
	If YES, please give the date of the most recent pack and supply a copy.		Date	Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	If NO, please explain why:			
	Has there been any change in information given previously (including changes to the documents in the Home Information Pack)? YES <input type="checkbox"/> NO <input type="checkbox"/>			
	If YES, please give full details of any change with the name of the form/document and the question number, or supply a copy of the page of the form/document with the changes clearly marked and dated.		Given below <input type="checkbox"/> Enclosed <input type="checkbox"/>	
12	When would you ideally prefer to complete the sale of your property?		Date	
13	Do you hold the Title Deeds?		YES <input type="checkbox"/> If so, please forward to us NO <input type="checkbox"/>	

PART 3 – General Information

14	Address of property to be sold			
	Address			
	Postcode			
15	Boundaries			
	Please note: 'boundaries' mean any fence, wall, hedge or ditch which marks the edge of the property.			
	a) Looking towards the property from the road, who is responsible for the boundary?			
	On the left?	We are <input type="checkbox"/>	Next door <input type="checkbox"/>	Shared <input type="checkbox"/> Not known <input type="checkbox"/>
	On the right?	We are <input type="checkbox"/>	Next door <input type="checkbox"/>	Shared <input type="checkbox"/> Not known <input type="checkbox"/>
	Across the back?	We are <input type="checkbox"/>	Next door <input type="checkbox"/>	Shared <input type="checkbox"/> Not known <input type="checkbox"/>
	Across the front?	We are <input type="checkbox"/>	Next door <input type="checkbox"/>	Shared <input type="checkbox"/> Not known <input type="checkbox"/>
	If 'not known' please give details of the boundaries that you have been repairing or maintaining:			
	b) Do you know of any boundary being moved in the last 20 years? YES <input type="checkbox"/> NO <input type="checkbox"/>			
16	Access			
	Is access obtained to any part of the property over private land, common land or a neighbour's land?			YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please give details:			
	Has anyone taken steps to stop, complain about or demand payment for such access being exercised?			YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please give details:			
17	Disputes and complaints			
	a) Do you know of any dispute or anything which might lead to a dispute about this property or any neighbouring property? YES <input type="checkbox"/> NO <input type="checkbox"/>			
	If YES, please provide details:			
	b) Have you made any complaint to any neighbour about what the neighbour has or has not done?			YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please provide details:			
	c) Has any neighbour made any complaint to you about what you have or have not done?			YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please provide details:			
18	Section 4 – Notices			
	a) Have you sent or received any communication of notices which in any way affect the property or the neighbouring property (for example, from or to neighbours, the Council or a Government department)?			YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please supply a copy.			Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	b) Have you had any negotiations or discussions with any neighbour or any local or other authority affecting the property in any way?			YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES please give details:			
19	Sharing with the neighbours			
	Are you aware of any responsibility to contribute to the cost of anything in joint use, such as the repair of a shared drive, private road, boundary or drain?			YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please give details and state who is responsible for organising the work and collecting contributions:			
20	Party walls			
	Has any notice been received under The Party Wall Act 1996 in respect of any shared/party boundaries?			YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please supply a copy and give details of any works carried out or agreed:			Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>

21 Arrangements	a) Are there any formal or informal arrangements which you have over any neighbouring property? e.g. to repair the property or boundaries. YES <input type="checkbox"/> NO <input type="checkbox"/>									
	If YES, please provide details including whether permissions given were written or merely verbal:									
	b) Are there any formal or informal arrangements which someone else has over the property? e.g. a right of way YES <input type="checkbox"/> NO <input type="checkbox"/>									
	If YES, please provide details:									
	c) Have there been any interruptions in availability or refusal of arrangements? YES <input type="checkbox"/> NO <input type="checkbox"/>									
	If YES, please provide details:									
22 Services crossing the property or neighbouring property (easements)	Do any drains, pipes or wires serving the property cross any neighbouring property? YES <input type="checkbox"/> NO <input type="checkbox"/> Not known <input type="checkbox"/>									
	Do any drains, pipes or wires leading to any neighbour's property cross the property? YES <input type="checkbox"/> NO <input type="checkbox"/> Not known <input type="checkbox"/>									
	Is there any agreement or arrangement about any of these drains, pipes or wires? YES <input type="checkbox"/> NO <input type="checkbox"/>									
	If YES, please give details or supply a copy: Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>									
23 Alterations, planning and building controls	a) If any of the following changes have been made to any part of the property, including the garden, please confirm, indicating the year in which the alteration etc was made and providing a copy of the planning consent, building regulation approval, listed building consent and other consents required.									
	<i>Note: The title registers of some properties include clauses which are called 'restrictive covenants'. These may, for example, forbid the owner of the property from carrying out building work unless someone else (often a builder of the house) gives consent.</i>									
	Building works (including loft conversions, extensions and conservatories)	Date							Enclosed <input type="checkbox"/>	To follow <input type="checkbox"/>
	Change of use	Date							Enclosed <input type="checkbox"/>	To follow <input type="checkbox"/>
	Sub-division	Date							Enclosed <input type="checkbox"/>	To follow <input type="checkbox"/>
	Conversion	Date							Enclosed <input type="checkbox"/>	To follow <input type="checkbox"/>
	Installation of replacement windows, roof windows or glazed doors	Date							Enclosed <input type="checkbox"/>	To follow <input type="checkbox"/>
	Installation of solar panels	Date							Enclosed <input type="checkbox"/>	To follow <input type="checkbox"/>
	b) Has the property been used other than as a private home in the last 10 years? YES <input type="checkbox"/> NO <input type="checkbox"/>									
	If YES, please provide details:									
	c) Has the property been designated as a Listed Building? YES <input type="checkbox"/> Year <input type="text"/>									
	d) Is the property located in a conservation area? YES <input type="checkbox"/> Year <input type="text"/>									
24 Expenses	Have you ever incurred any expenses for the use of the property or any of its amenities? Please ignore mortgage payments, Council Tax, water rates, gas, electricity and telephone bills. Disclose anything else such as septic/cesspit clearance or drainage rates. YES <input type="checkbox"/> NO <input type="checkbox"/>									
	If YES, please provide details:									
25 Other indemnities	Is there any indemnity policy for the property in relation to any matter, other than a policy for missing consents or documents? (For example, defective title, chancel repair, maisonette indemnity policy). YES <input type="checkbox"/> NO <input type="checkbox"/>									
	If YES, please give a list below and supply a copy of each policy: Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>									

PART 4 – Additional Sale Information

26	Contamination
	a) Are you aware of any reports or investigations relating to land contamination? YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please supply full details: Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	b) Do you know whether the land upon which the property is built was previously used for anything that might have contaminated the soil? YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please supply full details: Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	c) Do you know whether the property has ever been tested for Radon Gas? YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please supply a copy of the report Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
27	Treatments
	Disclaimer: <i>This information is given to the best of the seller's knowledge, however it shouldn't be seen as a substitute for commissioning a detailed survey of the property in order to obtain an independent opinion on which you can rely.</i>
	Has the property suffered from any of the following requiring treatment? If YES, please supply details.
	(a) Flooding YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	(b) Subsidence YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	(c) Rising damp YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	(d) Dry rot YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	(e) Wet rot YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	(f) Woodworm or timber infestation YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	(g) Any structural defect YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	(h) Any drainage defect YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
28	Guarantees, warranties and insurance
	Does the property benefit from any of the following guarantees, warranties and insurance policies? If YES, please supply a copy.
	(a) New home warranty (e.g. NHBC) YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> Lost <input type="checkbox"/>
	(b) Damp YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> Lost <input type="checkbox"/>
	(c) Double glazing, roof lights, roof windows, glazed doors YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> Lost <input type="checkbox"/>
	(d) Electrical work YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> Lost <input type="checkbox"/>
	(e) Roofing YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> Lost <input type="checkbox"/>
	(f) Timber infestation YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> Lost <input type="checkbox"/>
	(g) Central heating YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> Lost <input type="checkbox"/>
	(h) Underpinning YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> Lost <input type="checkbox"/>
	(i) Other (please state which) YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> Lost <input type="checkbox"/>
	Do you have written details of the work done to obtain any of the guarantees, warranties and insurance policies for the items in (a) – (i) above? YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please supply a copy. Enclosed <input type="checkbox"/> Lost <input type="checkbox"/>
	Have you made or considered making claims under any of the guarantees, warranties and insurance policies for the items in (a) – (i) above? YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please give details:
29	Developments
	a) Do you know if there are any plans to develop any adjoining land? YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please supply details:
30	Keys
	Do you hold keys to all the locks at the property? YES <input type="checkbox"/> NO <input type="checkbox"/>
	NB. <i>All keys in your possession must be made available to the buyer following completion.</i>

31	Other leases	
	a) Is there a headlease?	YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please provide a copy	Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	b) Is there any underlease	YES <input type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW <input type="checkbox"/>
	If YES, please provide a copy	Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	c) In respect of any headlease or underlease of the whole or part of the property, state any amounts owing or owed by or to the seller relating to rent, service charge, insurance premiums or other financial contribution:	
32	Management company	
	a) Is there a management company which is run by the tenants?	YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES please provide copies of the following:	
	Memorandum of articles of association	Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	The share or membership certificate	Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	The company's accounts for the last three years	Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	The name and address of the Secretary of the company	Name
	Address	
	The name and address of the Treasurer of the company	Name
	Address	
	b) Has the management company been dissolved or removed from the register at Companies House?	YES <input type="checkbox"/> NO <input type="checkbox"/>
33	Maintenance charges	
	a) Have there been any problems in the last three years between flat owners and the landlord or management company about maintenance charges or the method of management?	YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please provide details:	
	b) Has there been any challenge to the maintenance charges or any expenses in the last three years?	YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please provide details:	
	c) Has the landlord had any problems with collecting the maintenance charges from other flat owners?	YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please provide details:	
34	Notices and consents	
	a) Has a notice been received from any landlord or landlord's agent?	YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please provide a copy	Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	b) Has any other notice been received from any other person or authority?	YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please provide a copy	Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
	c) Are there any changes to the terms of the lease proposed or has the landlord given any consents under the lease? (This could be in a formal document, a letter or orally)	
		YES <input type="checkbox"/> NO <input type="checkbox"/>
	If YES, please provide a copy if available	Enclosed <input type="checkbox"/> To follow <input type="checkbox"/>
35	Please provide the name and address of the landlord or landlord's agent	
	Landlord's / Agent's name	Address
	Note: A notice could be on a printed form or in the form of a letter and a buyer will wish to know if anything of this sort has been received.	

PART 5 – Leasehold Information (continued)

36	Complaints				
	a) Have you received any complaint from the landlord, any other landlord, management company or any other occupier about anything the seller has or has not done? YES <input type="checkbox"/> NO <input type="checkbox"/>				
	If YES, please provide details:				
	b) Have you complained or does the seller have cause for complaint to or about the landlord, management company or any other occupier? YES <input type="checkbox"/> NO <input type="checkbox"/>				
	If YES, please provide details:				
37	Buildings insurance of the property				
	a) Are you responsible under the terms of the lease for arranging the buildings insurance of the property? YES <input type="checkbox"/> NO <input type="checkbox"/>				
	If YES, please provide copies of:				
	The insurance policy	Enclosed <input type="checkbox"/>	To follow <input type="checkbox"/>		
	The receipt of the last payment of the premium	Enclosed <input type="checkbox"/>	To follow <input type="checkbox"/>		
	If the landlord or management company is responsible for arranging the buildings insurance please supply copies of:				
	The insurance policy	Enclosed <input type="checkbox"/>	To follow <input type="checkbox"/>		
	The schedule for the current year	Enclosed <input type="checkbox"/>	To follow <input type="checkbox"/>		
	b) Do the insurers record the interests of the buyer's mortgagee and the buyer on the insurance policy? YES <input type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW <input type="checkbox"/>				
38	Decoration				
	a) When was the outside of the building last decorated?	Year	<input type="text"/>	<input type="text"/>	Don't Know <input type="checkbox"/>
	b) When were any internal communal parts last decorated?	Year	<input type="text"/>	<input type="text"/>	Don't Know <input type="checkbox"/>
	c) When was the inside of the property last decorated?	Year	<input type="text"/>	<input type="text"/>	Don't Know <input type="checkbox"/>
39	Alterations				
	a) Are you aware of any alterations having been made to the property since the lease was originally granted? YES <input type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW <input type="checkbox"/>				
	If YES please give details:				
	b) If alterations have been made to the property since the lease was originally granted, was the landlord's permission obtained? YES <input type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/>				
40	Occupation				
	a) Are you now occupying the property as your sole or main home? YES <input type="checkbox"/> NO <input type="checkbox"/>				
	b) Have you occupied the property as your sole or main home (apart from holidays and business trips):				
	Continuously for the last 12 months	YES <input type="checkbox"/>	NO <input type="checkbox"/>		
	Continuously for the past three years	YES <input type="checkbox"/>	NO <input type="checkbox"/>		
	For periods totalling at least three years during the last 10 years	YES <input type="checkbox"/>	NO <input type="checkbox"/>		
41	Enfranchisement				
	a) Have you served on the landlord, or any other person, a notice under the enfranchisement legislation stating the desire to buy the freehold or be granted an extended lease? YES <input type="checkbox"/> NO <input type="checkbox"/>				
	If YES, please provide a copy	Enclosed <input type="checkbox"/>	To follow <input type="checkbox"/>		
	b) If the property is a flat in a block, are you aware of the service of any notice under enfranchisement legislation relating to the possible collective purchase of the freehold of the block or part of it? YES <input type="checkbox"/> NO <input type="checkbox"/>				
	If YES, please provide a copy	Enclosed <input type="checkbox"/>	To follow <input type="checkbox"/>		
	c) Have you received any response to this notice? YES <input type="checkbox"/> NO <input type="checkbox"/>				
	If YES, please provide a copy	Enclosed <input type="checkbox"/>	To follow <input type="checkbox"/>		

PART 6 – Utilities Suppliers and Service Information

Please complete for each with as much information as you have available.

42 Gas / oil supplier details	
Name of supplier	
Address of supplier	
Postcode	Email
Reference	Telephone number of supplier
43 Heating	
Is there a central heating system at the property? YES <input type="checkbox"/> NO <input type="checkbox"/>	
What type of central heating system is at the property? Natural Gas <input type="checkbox"/> LPG <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/>	
When was the central heating system installed? Year	Not known <input type="checkbox"/>
Is the central heating system in good working order? YES <input type="checkbox"/> NO <input type="checkbox"/>	
Has repair and/or maintenance work to the central heating system been carried out during the seller's ownership of the property? YES <input type="checkbox"/> NO <input type="checkbox"/>	
If YES, please give a summary including the date of the last service:	Date
Repair and/or maintenance work summary:	
Have any central heating boilers or water tanks been installed at the property on or after 1 April 2002? YES <input type="checkbox"/> NO <input type="checkbox"/>	
If YES, please supply the following:	
a) the installation date	
b) a copy of the appropriate compliance certificate from the installer	
c) copies of the appropriate building regulations approvals and building regulations completion certificate	
<i>Note: The appropriate compliance certificate from the installer in 42(b) must confirm that the installer is a member of OFTEX, or HETAS, or CORGI. It must also state that the works comply with the building regulations and must include the installer's confirmation that the original certificate has been lodged with the local authority.</i>	
Are there any oil fired heaters at the property? YES <input type="checkbox"/> NO <input type="checkbox"/>	
If YES, does the seller intend to sell any surplus oil to the buyer and if so, at what price? YES <input type="checkbox"/> NO <input type="checkbox"/> £	
Is any water heating apparatus, separate from a central heating system, in good working order? YES <input type="checkbox"/> NO <input type="checkbox"/> NOT KNOWN <input type="checkbox"/>	
44 Electricity supplier details	
Name of supplier	
Address of supplier	
Postcode	Email
Reference	Telephone number of supplier
45 Electricity	
Has the property been rewired in whole or part during the seller's ownership? YES <input type="checkbox"/> NO <input type="checkbox"/>	
If YES, please state the date the work was carried out: Date	
When was the whole or part of the electrical installation last tested and approved by a qualified and registered electrician?	
Date	
Has any electrical work been carried out to the property since 1 January 2005 which requires notification under Part P (Electrical Safety) of the Building Regulations? YES <input type="checkbox"/> NO <input type="checkbox"/>	
Has repair and/or maintenance work to the central heating system been carried out during the seller's ownership of the property? YES <input type="checkbox"/> NO <input type="checkbox"/>	
If YES, please supply the following:	
(a) a copy of the signed BS7671 Electrical Safety Certificate for all those types of electrical work that have been carried out <i>and</i> Enclosed <input type="checkbox"/> With deeds <input type="checkbox"/> To follow <input type="checkbox"/> Lost <input type="checkbox"/>	
(b) in the case of a registered installer, the installer's Building Regulations compliance certificate or, in the case of an unregistered installer, the Building Contract Department's completion certificate. Enclosed <input type="checkbox"/> With deeds <input type="checkbox"/> To follow <input type="checkbox"/> Lost <input type="checkbox"/>	

PART 6 – Utilities Suppliers and Service Information (continued)

46	Telephone and broadband supplier details		
	Name of supplier		
	Address of supplier		
	Postcode	Email	
	Reference	Telephone number of supplier	
47	Telephone and broadband		
	Does the seller intend to continue to use the current telephone number?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If NO, please state the current telephone number:		
	Does the seller have a broadband internet connection via a BT telephone line?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
48	Cable and satellite supplier details		
	Name of supplier		
	Address of supplier		
	Postcode	Email	
	Reference	Telephone number of supplier	
49	Cable and satellite		
	Is there a cable/satellite service to the property?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If YES, please state which.	Cable <input type="checkbox"/>	Satellite <input type="checkbox"/>
	Is any cable/satellite equipment included in the sale?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If YES, please give details:		
50	Television		
	Name of supplier		
	Address of Supplier		
	Postcode	Email	
	Reference	Telephone number of supplier	
51	Television		
	Is there a television aerial?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If YES, answer the following:		
	(a) where is it located:		
	(b) does it exclusively service the property?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
52	Water, drainage and sewerage		
	Name of supplier		
	Address of supplier		
	Postcode	Email	
	Reference	Telephone number of supplier	
53	Water		
	Please supply a copy of the latest water charge account and the sewerage account (if any)	Enclosed <input type="checkbox"/>	To follow <input type="checkbox"/>
	Is the water supply on a meter?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
54	Rating authority		
	Name of authority		
	Address		
	Postcode	Email	
	Reference	Telephone number	
	Council Tax Band	(Please circle) A B C D E F G H	Current amount payable £

55	Services
	Please confirm that all meters will be read upon completion and that the seller will not apply for any of the services to be disconnected up to or on completion without prior reference to the buyer. Yes <input type="checkbox"/> No <input type="checkbox"/>
	If NO, please give details:
	Have there been any difficulties regarding connection of any services and/or any recurrent difficulties with the provision of services to the property? Yes <input type="checkbox"/> No <input type="checkbox"/>
	If YES, please give details:

Where the property is owned or to be owned jointly, we need to be able to take instructions from either of you, and therefore by signing and returning this acceptance form, you authorise us to act on the instructions of either one of you.

Signature	Signature
Print Name	Print Name
Date	Date

Please turn over to complete and sign Parts 7 and 8.

56	Rights and interests
<p>The buyer’s lawyers will be required to disclose to the Land Registry certain unregistered rights or interests that affect your property of which you are aware. The Land Registry may then note these against the Title in the future. Rights already shown on the Land Registry entries for the property need not be disclosed.</p> <p>Please read the following lists and tell us whether any items listed affect or benefit the property. You will also need to tell us about anything new which occurs or comes about between now and the completion date for your sale.</p> <p>Failure to disclose any of the following of which you are aware could lead to a claim against you by any person who is adversely affected as a result.</p> <p>The matters that need to be disclosed are as follows:</p> <p>1. Rights and interests that are frequently encountered:</p> <ul style="list-style-type: none"> • Leases affecting the property • Rights of any person aged 18 years or over in the occupation of the property • Rights of way across property (other than public rights of way) • Pipes, wires or cables crossing the property whether on the surface, below it or at high level • Rights of light enjoyed by adjoining properties • Rights of support enjoyed by adjoining properties <p>2. Rights and interests that are rarely encountered (but still need to be disclosed):</p> <ul style="list-style-type: none"> • Other people’s rights to take things from the land (such as timber, hay, game or fish) • Customary rights (rights deriving from local traditions) • Franchise (such as the right to hold a fair) • Manorial Rights • A right to rent which was reserved to the Crown on the granting of a freehold estate • Any rights relating to embankments or sea or river walls • Any rights to payments in lieu or tithe (usually called corn rents) • Chancel repair liability <p>Please tick either (a) or (b) as appropriate:</p> <p>(a) I AM NOT <input type="checkbox"/> / WE ARE NOT <input type="checkbox"/> aware of any of the above rights or interests affecting the property.</p> <p>(b) I AM <input type="checkbox"/> / WE ARE <input type="checkbox"/> aware of the following rights or interests affecting the property:</p> <p>If so please provide details:</p> <hr/> <hr/> <hr/>	

NOTE TO BUYERS AND THEIR SOLICITORS: The replies given above are believed by the seller(s) to be correct, but their accuracy is not guaranteed, and searches, surveys, enquiries and inspections should be made on which you can rely, since the information provided here represents only the seller’s actual knowledge without any inspection, survey or information having been obtained from external sources.

The information in this form has been given by:	
Signature	Signature
Print Name	Print Name
Date	Date

PART 8 – Fixtures and Fittings

Please complete this form to identify those items within the property that you have agreed to include in the sale, those that are excluded, those that may be purchased separately and any that do not exist at the property at all. Any fixtures and fittings that may be for sale will need the prices itemised beside them.

57	Address of property to be sold
	Address
	Postcode

Please tick the shaded box and include the Sale Price if applicable.

	Included	Excluded	None	Sale Price
Central heating and hot water				
Immersion heater				£
Hot water tank/cylinder				£
Hot water tank/cylinder jacket				£
Water heater				£
Night storage heaters				£
Gas fires (with any surrounds)				£
Electric fires (with any surrounds)				£
Free-standing heaters				£
Roof insulation				£
Electrical				
Electrical points				£
Electric switches				£
Dimmer switches				£
Interior light fittings				
Ceiling lights				£
Wall lights				£
Lamp shades				£
<i>Note: If light fittings are to be removed, it is assumed that they will be replaced by ceiling rose and socket, flex, bulb holder and bulb.</i>				
Television and telephone				
Television aerial				£
Radio aerial				£
Telephone receivers				£
Satellite dish				£
Windows				
Double glazing				£
Windows and window fittings				£
Shutters/grilles				£
Doors				
Internal doors				£
External doors				£
Door knockers				£
Doorbell/chimes				£

	Included	Excluded	None	Sale Price
External areas				
Garden shed				£
Greenhouse				£
Garden furniture				£
Garden ornaments				£
Trees, plants, shrubs				£
Outdoor heater				£
Stock of oil/solid fuel/gas				£
Outside lights				£
Water butts				£
Clothes line/rotary line				£
Dustbins				£
Other (please state which)				£
				£
				£
Curtains and blinds				
Curtain rails				£
Curtain poles				£
Pelmets				£
Curtains (including net curtains and blinds)				£
Bedroom 1				£
Bedroom 2				£
Bedroom 3				£
Bedroom 4				£
Bathroom				£
Living room				£
Dining room				£
Kitchen				£
Other rooms (please state which)				£
				£
				£

	Included	Excluded	None	Sale Price
Carpets				
Hall				£
Living room				£
Dining room				£
Study				£
Stairway				£
Landing				£
Bedroom 1				£
Bedroom 2				£
Bedroom 3				£
Bedroom 4				£
Bathroom				£
Other rooms (please state which)				£
				£
Other floor coverings				
All floor coverings excluding carpets				£
Kitchen Fittings				
Fitted cupboards				£
Fitted shelves				£
Sink				£
Fitted oven and grills				£
Fitted microwave oven				£
Hob(s)				£
Extractor hood(s)				£
Fitted fridge/freezer				£
Fitted hooks and racks				£
Storage units in kitchen				£
Other fitted items (please state which)				£
				£
Other non-fitted appliances				
Freezer				£
Fridge-freezer				£
Cooker				£
Microwave oven				£

	Included	Excluded	None	Sale Price
Other non-fitted appliances (continued)				
Dishwasher				£
Washing machine				£
Tumble dryer				£
Other non-fitted items (please state which)				£
				£
Bathroom Fittings				
Bath				£
Shower fitting for bath				£
Toilet				£
Hand basin(s)				£
Taps				£
Plugs				£
Mirror				£
Cabinets				£
Separate shower fittings				£
Fitted shelves				£
Fitted cupboards				£
Towel rail				£
Soap and toothbrush holders				£
Toilet roll holders				£
Other fitted items (please state which)				£
				£
Bedroom				
Fitted wardrobes				£
Fitted cupboards				£
Fitted shelving				£
Cupboards				£
Fitted units				£
Wall mirrors				£
Other items (please state which)				£
				£

NOTE: If you are removing any fixtures or fittings you must make good any damage caused. You are also responsible for removing your possessions, including rubbish from the property, the garage, the garden and any outbuildings or sheds.

The information in the fixtures and fittings form (PART 8) has been given by:

Signature

Print Name

Date

Signature

Print Name

Date

TERMS AND CONDITIONS WITH FRANKLINS SOLICITORS LLP
[Conveyancing][Private Client (Non Contentious)][Employment]

This document sets out Franklins' aims and the terms under which the firm will carry out your legal work.

- | | |
|--|---|
| 1. Practice Management & Quality Assurance | 8. Termination |
| 2. Online & SMS Text Messaging Services | 9. Communication Between You and Us |
| 3. Confidentiality | 10. Identity |
| 4. Charges and Expenses | 11. LLP and Limitation of our Liability |
| 5. Payments on Account and Payment of our Fees | 12. Status Disclosure |
| 6. Payments Made on Your Behalf | 13. Comments on Our Service |
| 7. Storage of Papers and Documents | 14. Agreement |

1. PRACTICE MANAGEMENT & QUALITY ASSURANCE

Franklins Solicitors LLP is an independent firm of solicitors and our aim is to provide a high quality service to you by dealing with your matter as effectively and expeditiously as possible and to secure a satisfactory result so that you and any of your family, friends or colleagues will use our services at some stage in the future should the need arise.

During the course of the matter you will be kept fully advised of all developments on a regular basis either by telephone, e-mail, text message or by letter, and where appropriate forwarded copies of any relevant correspondence. You are, of course, quite welcome to contact your lawyer for a progress report at any other time. We are always happy to meet with you but on appointment only, we regret we cannot see you without an appointment. If for any reason your matter is transferred to a new lawyer to deal with, your new lawyer will telephone you to introduce themselves.

Please note that you will immediately be advised of any developments in your case as and when they arise and your instructions will be sought if there is perceived to be any change to the current case plan.

Franklins are proud to have achieved ISO9001, Lexcel, Legal Services Commission Specialist Quality Mark and Investor in People quality awards. We constantly review and update our practice procedures to ensure that a first class service is always provided to our clients.

2. ONLINE & SMS TEXT MESSAGING SERVICES

You may monitor the progress of your matter on our secure Website reporting facility (for which we will issue you with logon codes and passwords once you have confirmed your instructions to us). This facility provides information regarding each stage so that you may fully appreciate all that is being done for you. We may also provide this service to an involved third party e.g. agents etc if you so wish. You don't have to worry about phoning us for progress reports either as we are also able to offer you SMS text messaging to your mobile so that you are immediately informed as soon as any step is taken.

All work we do for you is carried out using a market leading computerised office management system, OMS, which we designed and which is already in use in well over 200 law offices around the country.

If you wish to proceed with this option, please complete the "Agreement" section overleaf.

3. CONFIDENTIALITY

It is likely that during the course of this retainer certain information may have to be disclosed to third parties, for example, expert's reports. We will only disclose such information having discussed the matter with you and obtained your consent to disclosure or where we are under a professional obligation to disclose, or where the information is of a general or public nature and its disclosure is helpful to progress the matter to a successful conclusion.

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made nor the reasons for it.

Confidentiality is of paramount importance and your file will not be disclosed to any other party save with your express consent. However, in the interests of ensuring that we maintain high standards of service to you we do permit external audit of our systems by our financial auditors, the auditors for ISO 9001 and Lexcel, and the assessors for Investors in People. As a result your file may be called for audit and we will therefore presume that you consent to this unless you specifically indicate to the contrary when signing this form.

Franklins Solicitors LLP is registered under and complies with the provisions of the Data Protection Act 1998. Any personal data relating to you gathered by us will only be used in accordance with these provisions.

4. CHARGES AND EXPENSES

Our fees are calculated by reference to the time spent by the person/s involved as well as the level of care and attention required and delivered. These costs will include advising, attending on you and others, the preparation and consideration of documentation, research, correspondence, telephone calls, faxes, case conferences and travelling and attendances at Court and elsewhere. The hourly rate applicable will be reviewed annually on 1st April. Routine letters and routine telephone calls are charged as 1 unit of 6 minutes. Longer letters and calls will be charged on a time basis.

In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge which the case requires and, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rates. The rates may be higher if, for example, the matter becomes more complex than expected; we will notify you of this. We will add VAT to our charges at the rate that applies when the work is done.

On occasions you may incur additional disbursements (which are costs necessarily incurred in the transaction) e.g. your lender requiring the bank transfer of funds to redeem your mortgage. These costs will be invoiced to you but we may not know of the requirement for them to be paid until later in the transaction. Please also note that certain lenders debit a deeds production fee to your mortgage account.

Any costs and fees estimate and / or retainer request given would be provided based upon the known facts of your matter at the time the estimate and retainer request is given or made and they are therefore subject to review in the event of unforeseen developments. We will give you

regular updates on fees expectations and the sufficiency of any retainer and you are always welcome to ask for interim notifications at any time.

Sometimes clients make appointments and are then unable to attend. Providing at least 24 hours notice of such a cancellation is given, then no charge will be made. In the event of cancellation within 24 hours of the appointment then a charge of £35.00 + VAT may arise.

If, for any reason, this matter does not proceed to completion, we will charge you for work done and expenses incurred and we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

Interest will be charged on any invoiced amounts unpaid for 28 days or more at 4% over bank base rate for the time being and we also will charge for all work required in obtaining payment of invoices which have remained unpaid for 28 days or more.

5. PAYMENTS ON ACCOUNT & PAYMENT OF OUR FEES

1. Payment on Account

It is our normal practice to ask our clients to pay sums of money on account of the charges and expenses which are expected during the period of their instructions. Having these monies on account helps to avoid delay in the progress of your case.

2. VAT

Unless otherwise stated all sums are exclusive of VAT. Our VAT registration number is 365 919 316.

3. Methods of Payment:-

- By Faster Payment Service from internet or telephone banking service if this is provided by your bank. Receipts are usually within a few hours of sending and will be treated as cleared. The payment must be by the Faster Payments Service and not merely an online transfer.
- By Debit Card (**maximum £4,000.00**)
 - Payment by this method ensures we receive the necessary funds from your account within 4 days and you will find the Debit Card Authority Form at the end of this document.
 - If we are operating an interim invoicing arrangement with you then the debit card facility will be used by us to obtain payment in respect of each interim invoice 7 (or 14 dependent upon separate agreement) days after delivery of the invoice to you.
- By Direct Online Transfer.
Such transfers can still take 3 – 4 working days.
- By Bank Draft
Although guaranteed for payment purposes will still take 4 working days to provide cleared funds to our account.
- By Credit Card
Please note we are only able to accept a credit card payment for settlement of an invoice for fees for our own services. From the 1st April 2011 due to increased charges from the credit card suppliers and the increase in VAT, all credit card payments will attract a transaction fee of £4.00 + VAT giving a total of £4.80. Please note that Debit cards are free from any additional charges. We cannot accept a credit card payment for expenses or other fees (e.g. Counsel).
- By Cheque Payable to Franklins Solicitors LLP.
Please note that a personal cheque can take up to 8 working days to clear. To ensure swift processing of your transaction we do ask to receive funds by bank draft or debit card.

We do not accept payment by any of the following:-

- Electron Card
- Diners Club
- American Express

We regret we also do not accept cash

Please note that if any clients pay cash contrary to this policy by, for example, depositing cash direct with our bank we reserve the right to charge for the additional checks necessary regarding the source of the funds. The minimum charge for such enquiry will be £100.00 plus VAT.

Payment of all invoices is due within 28 days please.

3. Interim Billing

Unless we have agreed with you to invoice you in full for our services on completion of a transaction we will issue you with an interim invoice on or around the 25th day of each month on account of work undertaken. This method of billing enables you to budget for your legal expenses on a regular basis. The invoice should be paid within seven days. In the event that payment is not made within that period we will take no further action on your behalf until the account is settled in full. Please also refer to section 3(b). If you have any queries in relation to this particular subject then please do not hesitate to contact us. On conclusion of your matter, a final invoice will reconcile total costs due with the amount paid on account for the whole of the period of the retainer. This will include any final adjustment to take account of items referred to in the previous section on Charges and Expenses.

4. Debit Card Facility

The following options are available to you to pay via debit card:-

- We can collect all interim invoices by debiting the amount 7 days after delivery of the interim invoice to you.
- Interim Billing – Should you opt to pay by cash or cheque each month and your invoice should become overdue after 14 days we would have your authority to collect the outstanding amount. This would mean that we can continue to undertake work on your behalf expeditiously.

Credit Cards cannot be accepted to pay disbursements i.e. search fees / court fees / counsel's fees etc.

We can only accept Credit Card payments if you have been requested to pay a retainer for which we will raise an invoice.

If you wish to select a Debit or Credit card payment option, please complete the Debit/Credit Card Authority Payment Form enclosed with the instruction documentation or download from [HYPERLINK "http://www.franklins-sols.co.uk"] .

Please note that if interim invoices do remain unpaid for 28 days a block is automatically imposed on the work production systems which prevents any work from being undertaken for you no matter how urgent or pressing the issues have become. So please do remember to make payment of the interim invoices as they fall due to avoid any such difficulty.

5. Interest

We are entitled to charge interest on the outstanding amount of any bill delivered in accordance with article 5 of the Solicitors (Non-Contentious Business) Remuneration Order 2009. The rate of interest will be 4% above the Bank of England base rate for the time being or 5%, whichever shall be the greater.

6. PAYMENTS MADE ON YOUR BEHALF

If your matter involves a transfer of e.g. purchase monies from ourselves to another firm of solicitors, please be aware that we will need to have cleared funds in our client account before we can sanction any payment out. This means that the best ways of transferring money to us for these purposes are as follows:

1. Direct transfer from your own bank. The instruction will need to be given by you to your bank for a "CHAPS" payment and they will possibly charge you a fee for the transfer. However the transfer effects an immediate movement of cleared funds and we are therefore able to use them as soon as we are notified of receipt. Our links with our bank are online and we have immediate notification. Please note this reference to transfer does not apply to your direct transfer to our account using your online facilities with your own bank. Such transfers can still take 3 – 4 working days.
2. By Faster Payment Service from internet or telephone banking service if this is provided by your bank. Receipts are usually within a few hours of sending and will be treated as cleared. The payment must be by the Faster Payments Service and not merely an online transfer.
3. Bank draft or building society cheque. Although guaranteed for payment purposes these will still take a minimum of 4 working days to provide cleared funds to our account.
4. Debit card. We can take monies from your account by this method but we would need your specific instruction to do so even though we have an arrangement for payment of interim invoices etc. by this method.
5. Personal cheque. Please note that a personal cheque can take up to 8 working days to clear.

Please note that we **cannot** accept payment made by the following means:-

1. Cash paid to our offices
2. Cash paid directly into our account either at our local branch or via any other branch/bank. Please note that if clients pay cash contrary to this policy we reserve the right to charge for the additional checks necessary regarding the source of the funds. The minimum charge for such enquiry will be £100.00 plus VAT.
3. Credit card (except for payment of our fees outlined in section 5.2.4)
4. Payment, in any form, from any person other than you the client.
5. Electron Card
6. Diners Club
7. American Express

7. STORAGE OF PAPERS AND DOCUMENTS

After completing the work, we are entitled to keep all the papers and documents while there is money owing to us for our charges and expenses. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for a minimum period of 6 years but will thereafter destroy files in accordance with Solicitors Regulation Authority guidelines.

We will not destroy documents you ask us to deposit in safe custody e.g. Deeds or Wills.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for our time in dealing with correspondence or other work necessary to comply with the instructions given by you or on your behalf.

If you wish to retrieve your file at any time prior to its destruction, a fee of £40.00 + VAT is charged for the checking and delivery of the file (reviewable from time to time in line with changes in the retail price index).

8. TERMINATION

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

In some circumstances, you may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you. If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis to the point of termination together with expenses as set out earlier.

9. COMMUNICATION BETWEEN YOU AND US

We are confident of providing a high quality service in all respects. If, however, you have any queries or concerns about our work for you, and we know we cannot always be perfect, please raise them in the first instance with your lawyer. If that does not resolve the problem to your satisfaction or you would prefer not to speak to your lawyer, then please write to Michael Franklin, Managing Partner, at our Northampton office, or email { HYPERLINK "mailto:info@franklins-sols.co.uk" }. If the issue is of an urgent nature then please telephone him, or his assistant.

All firms of solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns you may have with us. We value your instructions and would not wish to think you have reason to be unhappy with us.

From time to time we will communicate with our clients for marketing purposes by fax, email, internet, post, telephone or face to face, including communicating about services, products and ancillary facilities.

10. IDENTITY

I am sure you will appreciate that, like all other professional and financial organisations, Franklins are obliged to comply with all legislation aimed at countering money laundering. Until recently we had to insist upon presentation of your passport or other documents to verify identity before we could start any work for you. This procedure sometimes created problems for our clients who had neither passports nor new style driving licences, as well as running a risk of loss of valuable documentation in the post. To overcome these problems and provide our clients with a very much quicker and more certain solution we now undertake a "know your client" search automatically for each individual concerned with you as our client upon receipt of your confirmation of instruction without needing to trouble you to send in your valuable identity documentation at this stage.

The advantages of undertaking this search are that:-

- it removes the need of posting your passport or other valuable identity documentation to us as this can be brought in by you at a later date
- it therefore removes the risk of loss of such items in the post

- it provides a reassurance to you against identity theft as it is a cross reference against a number of databases including the Electoral Register and the Passport Office
- the search result is immediate and delivered securely online.

Please note that we will charge a fee of £10.00 (inclusive of VAT) on completion for each name we have to search against to cover the cost of the search and reviewing the response. Please do understand, however, that because of the ever widening range of anti money laundering legislation and in particular institutional requirements that may apply, notwithstanding the electronic identity check, we will still need to ask you to let us have a copy of your passport or driving licence and a copy of, for example, a utilities invoice to confirm address either when you call to see us or to accompany the return of other documents later on in your matter as these may still be required to achieve total confidence with changing anti-money laundering legislation.

11. LLP AND LIMITATION OF OUR LIABILITY

Franklins Solicitors LLP are a limited liability partnership. This means that you will be dealing with an organisation whose ultimate liability is limited, unlike a traditional partnership where the liability of the partners is unlimited. However you should know that we carry professional indemnity insurance to a level well in excess of the legal requirement of £3m per claim, nonetheless acceptance of these terms means that you agree our liability to you is limited at £5m per claim. Therefore with the combined strength of the quality assurance accreditation and indemnity cover we offer a much greater level of security to you than do most other law firms.

Our professional indemnity insurers are Chartis and communication is via Windsor Partners Ltd 020 71331200.

12. STATUS DISCLOSURE

Incidental Investment and Insurance Business

Franklins Solicitors LLP are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at { HYPERLINK "http://www.fsa.gov.uk/register" }.

We are not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investment services to the client because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

13. COMMENTS ON OUR SERVICE

Our aim is to provide you with a service that you should be fully satisfied with and we genuinely welcome your comments together with any recommendations that you may have to improve the service. In the unfortunate event that you are dissatisfied with the service or the amount of the fees please speak to your lawyer in the first instance. If your lawyer cannot resolve matters, please ask to speak to the Managing Partner or Assistant Practice Manager, who will be happy to provide you with a copy of our complaints procedure and will also endeavour to resolve your complaint and also give you guidance as to further escalation if appropriate to the Office of the Legal Services Ombudsman 3rd Floor Sunlight House Quay Street Manchester M3 3JZ; Tel: 0161 839 7262; e-mail { HYPERLINK "mailto:iso@olso.gsi.gov.uk" } { HYPERLINK "http://www.olso.org" } in respect of issues of service or legal fees in non contentious matters. For resolution of disputes on legal fees in contentious matters an application to the court for an assessment of our bill under Part III of the Solicitors Act may be requested. Our fees will be deemed agreed if no objection as aforesaid is raised within 28 days of delivery of our invoice and if all or part of a bill remains outstanding for that period of time we are entitled to charge interest at 4% above the base rate of Lloyds TSB Bank plc for the time being.

The Solicitors Regulation Authority is the independent regulatory body and the Legal Complaints Service is the independent complaints handling body. The professional rules by which we operate and are regulated can be found by visiting { HYPERLINK "http://www.sra.org.uk" }

14. AGREEMENT

Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business. Even so, we ask you to please sign and date the enclosed copy of these terms and return it to us immediately. We can then be confident that you understand the basis on which we will act for you. **We cannot proceed with your case until this has been returned to us.**

Franklins may occasionally keep you informed of services in the future either by letter, telephone or email. If you do not wish to receive this information please tick this box.

Signed [Signed]

Dated [Dated]

Please provide details below if you require our On-line and Text Messaging Services

Client	Email	
	Mobile	
Joint Client (if applicable)	Email	
	Mobile	
Third Party (please give name)	Name	
	Email	

This is an important document: please keep it in a safe place for future reference



Franklins Solicitors Debit Card Authority Payment Form

Please complete the sections below and we will contact you by telephone upon receipt of this payment form to obtain the 3 digit security code on the reverse of your card.

For Payment of disbursements and monies on account:- I hereby give my irrevocable authorisation to Franklins Solicitors LLP of 11-13 Castilian Street Northampton and Silbury Court Silbury Boulevard Central Milton Keynes, to use my debit card (details of which are provided below) to collect monies to cover payment of disbursements incurred on my behalf by Franklins Solicitors LLP or to cover collection of monies on account in either case as specifically agreed in advance of collection.

Name of Cardholder (as it appears on the card):	
Address (where card is registered):	
Postcode (where card is registered):	
Card Type:	
Card Number:	
Issue Number (if applicable):	
Valid From date:	
Expiry date:	
Amount (Maximum of £4,000):	
Signed:	
Date:	

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