

REQUEST TO COMPLETE LPE1 AND FME1 FORMS	
From:	
Long Leaseholder / Vendor:	
APARTMENT:	
Tel:	
Email:	

LPE1 & FME1 Forms – Selling Property – Notes for Long Leaseholders:

When selling an apartment your solicitor will request the above forms are completed by both the Block Management Agents (the agent you, as a director for the Resident's Management Company, have appointed) AND the Freeholder's Agent, LANDLES, (the Freeholder is KLPT LTD), ie; 2 sets of management information.

We will provide the completed forms as far as we are able and include such supporting documents as requested and relevant to the Freeholder's involvement.

As you are aware the long leases are structured as follows;-

Freeholder:- King's Lynn Preservation Trust Ltd

Freeholder's Agent:- LANDLES
 Blackfriars Chambers, Blackfriars Street, King's Lynn, Norfolk PE30 1NY
 Tel: 01553 772816
 Email: info@landles.co.uk

Freeholder's involvement via their Agent:-

- Placing the Building's Insurance Policy
- Invoicing the Resident's Management Co for the insurance premium
- Collecting the Ground Rent
- Dealing with any long leaseholder application for Landlord's Permission to Sub-Let (via a proforma)
- Dealing with any application for a Licence to Alter (via a proforma)
- Any Lease Extension matters
- Receiving Notices of Assignment / Transfer

The appointed solicitor for KLPT Ltd is:-

Kenneth Bush Solicitors
 Evershed House, 23/25 King Street, King's Lynn, Norfolk PE30 1DU
 Ref; PC
 Tel: 01553 692737
 Email: info@kennethbush.com

The Freeholder's Agent charges the following fees to produce the above forms:-

- (i) £150 + VAT (gross £180) to provide the LPE1 & FME1 forms and appropriate accompanying documents.
- (ii) Any additional queries / questions are charged at £12 + VAT each.

Please Note:

- All documents will be emailed only.

- We will not commence the work until cleared funds are received.
- Payment: Please telephone the office on 01553 772816 to make a debit card payment.
- Arrears: Should there be any arrears then these must be cleared before we will commence work.
- We will complete the forms supplied by you or your conveyancer. We do not supply enquiry forms. If the forms completed turn out to be superseded editions and replacement forms are required, there will be a second fee payable of £150, plus VAT.
- The answers given are valid on the day they are given only.
- If your conveyancer requires new, fresh forms to be completed because your sale is delayed, eg; goes beyond 6 months, and new forms are required, then we will charge £200, plus VAT.
- If your sale progresses into a new financial year and your conveyancer requests updated information eg; on ground rents, permissions, insurance etc then fees for additional information will apply.
- If there are enquiries that require the input of the Trust's Solicitors then further fees will be incurred.

GENERAL INFORMATION:

- Notice of Assignment / Transfer: This should be sent to the Landlord's / Freeholder's Agent for confirmation / acknowledgment. Fee to accompany is £(see lease)
The lease requires the seller (existing tenant) to notify the Freeholder (the Trust) of the assignment of the lease.
This should be sent to the Freeholder's Agent (without this the assignment could potentially be invalid). This may be done by the buyer's solicitor.
- Without a valid Notice of Transfer potentially the premium lessee remains responsible for covenants in the lease eg; ground rent, service charges.
- The Notice of Transfer / Assignment also assigns existing shares in the Management Co to the new Long Leaseholder.
- The fee is payable to process (check and sign off) a valid Notice of Transfer / Assignment.
- Ground Rent: We will not provide apportionment figures. These need to be agreed between the parties. Ground Rent (unless a peppercorn) is payable whether invoiced or not by two annual payments to the Freeholder's Agent, LANDLEES.
- Service Charge: This is administered by the Resident's Management Company appointed Block Managing Agents. We, as the Freeholder's Agent, do not deal with this.
- Building's Insurance: Placed and paid for each year by the Freeholder. The annual premium is invoiced to the Resident's Management Company for re-imbursement. The Long Leaseholders then pay for their share via their service charges.
- Buildings Maintenance, Common Areas, Statutory Compliance: This is all dealt with by the Block Managing Agents, as appointed by the Resident's Management Company (which all residents / Long Leaseholders are directors of, as per the terms of the leases).
- KLPT long leases are on similar terms. Some leases have been extended and where this has occurred recently then the new leases may have been subject to modernisation. Ground Rents can vary depending on previous extensions.
- There is no "rent charge" applicable to KLPT properties.
- The leases stipulate "no pets".

- The leases stipulate no “sub-letting”. On a without prejudice basis the Freeholder will usually give consideration to certain sub-letting. It is a condition of the Insurance Policy that any sub-letting is properly documented. Each new sub-letting will require fresh consent, and an initial consent is not transferable to a new letting. Further details on the Freeholder’s current policies is available from the Freeholder’s Agent.
- Party Wall Act Matters: The Freeholder’s Agent may be their Appointed Surveyor under any Party Wall Act matters. Your conveyancer must make any enquiries considered necessary.
- Long Leaseholder Extensions – General Note
The current policy of the Freeholder is to engage with Long Leaseholders who wish to seek a lease extension. The usual statutory terms are available (as to any Long Leaseholder) ie; a new term of 90 years in addition to the unexpired term, with ground rent going to a peppercorn.
 - The Freeholder’s Agent, LANDLES, are the appointed valuer for dealing with extensions.
 - On a without prejudice basis, the Freeholder will supply a lease extension premium figure to a Long Leaseholder and does not require the leaseholder to invoke the statutory process (thereby making a considerable saving on time and expense). The Long Leaseholder is responsible for the Freeholder’s valuers fees. Alternatively, leaseholders can of course instruct their own valuer and solicitor and instigate the statutory process.
 - All premium figures provided are plus all Freeholder’s legal fees etc.
 - There is no automatic right for existing or new owners to by-pass the statutory process for lease extensions.
 - The Freeholder nor the Agent can offer advice to the Long Leaseholder on the merits or otherwise of extending a lease.
 - Leaseholders MUST take independent suitably qualified legal advice before embarking on the process.
 - Once an extension premium has been offered then the leaseholder is not bound to proceed.

BEFORE selling your property the general advice is to get the standard Enquiry Forms substantially completed and ready, prior to finding a buyer. Seller’s should instruct an appropriately experienced solicitor in the process and take advice. The information to gather together should include;-

- A copy of your lease.
- Evidence of your registered title at the Land Registry.
- Records of your up to date payments of the annual Ground Rent.
- Documentary evidence of the Freeholder’s consent to any authorised alterations at your property.
- Documentary evidence of the Freeholder’s consent to sub-letting, if relevant.
- Evidence of the usual Freeholder’s permission to assign the long lease when you acquired.

LANDLES July 2022
Agent for KLPT

