

LEASEHOLD PROPERTY ENQUIRIES

LPE1

Property:	A flat at Bebington Hall Park, Bebington, Wirral	Post Code: CH63 5??
Seller:		
UPRN: (if known)		

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

TERM	DEFINITION
Ground Rent	The rent payable to the landlord by the lessee as required by the lease.
HMO	A House in Multiple Occupation as defined by section 257 of the Housing Act 2004.
Landlord	The person or company which has granted a lease over the Property to the owner of the Property.
Leaseholder Deed of Certificate	The Leaseholder's Certificate under the Building Safety (Leaseholder Protections) (Information etc.) (England) Regulations 2022 where the building is a relevant building (11 meters or more in height or at least 5 storeys and contains at least 2 dwellings) and is not leaseholder-owned, and the leaseholder protections apply under the Building Safety Act.
Landlord's certificate	The Landlord's Certificate under The Building Safety (Leaseholder Protections) (England) Regulations 2022 where the property is a relevant building (11 meters or more in height or at least 5 storeys) and the Regulations apply.
Lessees	The owners of properties in the Managed Area.
Managed Area	The properties including the building containing the Property, together with any land, managed by or on behalf of the Landlord under the terms of the lease. Managed Areas are sometimes also called common parts.
Management Company	A management company referred to in the lease, or a Right to Manage Company created under the Commonhold & Leasehold Reform Act 2002, to provide services and administer the terms of the lease either directly or through managing agents.
Managing Agent	A person or organisation which acts on behalf of the landlord, management company or Right to Manage Company [within their terms of reference, subject to any legal restrictions].
Property	The property known by the above address, including any land and outbuildings leased to the Seller.
Reserve Fund	A fund collected from the Lessees which allows the build-up of monies to pay for repairs and the replacement of major items (such as lifts) 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'/Tenants' Association	A group of some or all of the Lessees with or without a formal constitution or corporate status, or a recognised residents association which is 'recognised' by law and with a formal constitution.

Right to Manage Company	A company owned by the Lessees, that manages the Managed Areas, within their terms of reference, subject to any limitations.
Service Charge	The amount payable by a lessee as a contribution to the costs of services, repairs, maintenance, insurance, improvements or costs of management etc. as set out in the lease. The amount payable may vary according to the costs incurred or to be incurred.
Section 20	Section 20 of the Landlord & Tenant Act 1985, which requires the Landlord or Managing Agents to consult with the Lessees about certain proposed works.

Please complete the information requested. It is important that the incoming lessee 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	Landlord	1.2	Management Company
Name	Bebington Hall Park Ltd	Name	Bebington Hall Park Ltd
Address	38-40 King Street, Wallasey, Wirral, CH44 8AU	Address	38-40 King Street, Wallasey, Wirral, CH44 8AU
Telephone		Telephone	
Email	council@bebhallpark.co.uk	Email	council@bebhallpark.co.uk
Please provide your bank details if you accept payments electronically and confirm the nature of payments e.g. Ground rent/Service Charges/ Administration fees/All		Please provide your bank details if you accept payments electronically and confirm the nature of payments e.g. Ground rent/Service Charges/ Administration fees/All	
Sort Code:		Sort Code:	
Account Name:		Account Name:	
Account Number:		Account Number:	
Reference to quote:		Reference to quote:	
Fee Type:		Fee Type:	
1.3	Managing Agent	1.4	Residents'/Tenants' Association
Name	Keystone Property Managers	Name	
Address	38-40 King Street, Wallasey, Wirral, CH44 8AU	Address	
Telephone	0151 639 5000	Telephone	
Email	office@keystonepm.co.uk	Email	
Appointed by:	<input checked="" type="checkbox"/> Management Company <input type="checkbox"/> Landlord <input type="checkbox"/> Other		
Please provide your bank details if you accept payments electronically and confirm the nature of payments e.g. Ground rent/Service Charges/ Administration fees/All		Please provide your bank details if you accept payments electronically and confirm the nature of payments e.g. Ground rent/Service Charges/ Administration fees/All	
Sort Code:		Sort Code:	
Account Name:		Account Name:	
Account Number:		Account Number:	
Reference to quote:		Reference to quote:	
Fee Type:		Fee Type:	

1.5

Legal Representative of one of the above

Name	HM3 Legal FAO Ian Millington		
Address	Exchange Station Tithebarn Street Liverpool L2 2QP		
Telephone	0151 666 0733		
Email	im@law.uk.com		
Appointed by:	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Management Company	
	<input type="checkbox"/> Managing Agent	<input type="checkbox"/> Residents'/Tenants' Association	<input type="checkbox"/> Other

Notice
via email

1.6 Who accepts service of the Notice of Assignment & Charge?

Tick the box beside each applicable party and state the total fee including VAT for notice of assignment and charge.

Tick "Notice via email" column to confirm whether you will accept notice via email

<input type="checkbox"/> Landlord	£ _____	<input type="checkbox"/>
<input type="checkbox"/> Management Company	£ _____	<input type="checkbox"/>
<input type="checkbox"/> Managing Agent	£ _____	<input type="checkbox"/>
<input checked="" type="checkbox"/> Other	£ Ask HM3	<input type="checkbox"/>

If other, provide contact details for service:

Buyers email address, contact telephone number and whether the property is intended to be owner occupied is requested

Name	HM3 Legal FAO Ian Millington
Address	Exchange Station Tithebarn Street Liverpool L2 2QP
Telephone	0151 666 0733
Email	im@law.uk.com
Capacity (e.g. Landlord's lawyer)	Landlord's lawyer

1.7 Who collects the Ground Rent?

<input type="checkbox"/> Landlord	<input type="checkbox"/> Management Company	<input type="checkbox"/> Managing Agent	<input checked="" type="checkbox"/> N/A
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1.8 Who collects the Service Charges?

<input type="checkbox"/> Landlord	<input type="checkbox"/> Management Company	<input checked="" type="checkbox"/> Managing Agent	<input type="checkbox"/> N/A
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1.9 Who collects the building insurance premiums?

<input type="checkbox"/> Landlord	<input type="checkbox"/> Management Company	<input checked="" type="checkbox"/> Managing Agent	<input type="checkbox"/> N/A
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1.10 Who deals with the day to day maintenance of the building?

<input type="checkbox"/> Landlord	<input type="checkbox"/> Management Company	<input checked="" type="checkbox"/> Managing Agent	<input type="checkbox"/> the Lessees
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1.10.1. If the Lessees, please provide the contact details of the Lessee in charge

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- 1.11 Who deals with the day to day maintenance of the Managed Area?
☐ Landlord ☐ Management Company ☒ Managing Agent ☐ the Lessees ☐ N/A
- 1.12 Who organises and administers the buildings insurance?
☐ Landlord ☐ Management Company ☒ Managing Agent ☐ the Lessees ☐ 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 £ Ask HM3

- 2.1.2 Provide details of the person who deals with the Deed of Covenant

Ian Millington of HM3 Legal

- 2.2 Is a Licence to Assign required? ☐ Yes ☐ No

- 2.3 If Yes, specify requirements e.g. references, and any costs applicable to the Licence:

Ask Ian Millington of HM3 Legal

- 2.4 Are you aware of consent having been given to any alterations or additions to the Property? ☐ Yes ☐ No

The managing agents were appointed on 1 November 2023 and have not been provide with information prior to that date

- 2.4.1 If Yes, provide details and copies of any consent:

The Landlord is aware some properties have had a replacement door. Buyers should ensure this is appropriately fire rated and enquire from the seller whether it has the Landlords consent.

- 2.5 Is the incoming Lessee required to take a share in, or become a member of, the Management Company? ☒ Yes ☐ No ☐ N/A

- 2.5.1 If Yes, provide details of the procedure and fees:
NB Include details of the person who deals with the new certificate or share.

An incoming owner is required to become a member of Bebington Hall Park Limited as part of the Licence to Assign

- 2.6 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?

Apply to Ian Millington of HM3 Legal for an up to date cost as part of the Licence to Assign.

SECTION 3: GROUND RENT

- 3.1 What is the annual Ground Rent payable for the Property? £ _____

- 3.2 Is the Ground Rent paid up to date? ☐ Yes ☐ No ☒ N/A ground rent not payable

- 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? 99 - Pt B estate items and 72 - Pt A flats items
- 4.1.1 What is the current annual Service Charge for the Property? £ see online doc
- 4.1.2 If the Service Charge has been collected on an 'ad hoc' basis, what have been the expenses over the last 3 years? Service charge is demanded half yearly
Flats pay service charge for both Estate (Pt B) and Flats buildings (Pt A)
- 4.2 Is the Service Charge paid up to date for the Property? ☐ Yes ☐ No
A specific enquiry for the property in question should be raised
- 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: Demands are reduced/increased by prior demands overpayments/underpayments
- 4.4 What period is covered by the last demand? From: ___ / ___ / ___ To: ___ / ___ / ___
Service Charge is demanded every 6 Months 1 May and 1 November
- 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 Lessees of the Property, currently held in the Reserve Fund: £ _____
- 4.6.2 Is the amount expected to be sufficient to cover the known Section 20 expenditure? ☐ Yes ☐ No
- 4.6.3 If No, supply details: No Section 20 anticipated
- 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 Section 20 works proposed to the Property? ☐ completed but unpaid
☐ due
☐ anticipated
☒ N/A
- 4.8.1 If so, provide details of the works and the contribution anticipated from the Lessee:
- 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

Service charge is not a fixed amount - no reason for general increase anticipated other than inflation

4.9.1 If Yes, provide details:

Future details are not available, charges have fluctuated.

4.10 Are there any outstanding Service Charge consultation procedures?

☐ Yes ☒ No

4.10.1 If Yes, provide details:

4.11 Are the Managed Areas known to be affected by Japanese knotweed?

☐ Yes ☒ No

4.11.1 If Yes, provide details and a copy of any Japanese knotweed 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:

4.13 Do all properties in the Managed Area contribute to the Service Charge?

☒ Yes ☐ No

4.13.1 If No, provide details as to why not

4.14 Has a Leaseholder Deed of Certificate been served on the Landlord in relation to the property or remedial works required to the property?

☐ Yes ☒ No Certificate Served
☐ Not applicable

4.15 Has a Landlord's Certificate been served?

☐ Yes ☒ No Certificate Served
☐ Not applicable

SECTION 5: BUILDINGS INSURANCE

<https://bebhallpark.co.uk/documents/> for policy schedule. Public Liability Insurance for the shared estate areas is part of buildings insurance for flats and the premium is apportioned by the Landlords broker.

5.1 Are the buildings 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: ___ / ___ / ___

See online policy schedule

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:

Please ask for up to date information

- 5.5 Are any claims anticipated? ☐ Yes ☒ No
- 5.5.1 If Yes, provide details:
- 5.6 Are the Managed Areas covered by the policy? ☒ Yes ☐ No
- 5.6.1 (i) Has a fire risk assessment been completed? ☒ Yes ☐ No ☐ No common parts
- (ii) Has an external wall fire risk assessment been completed? ☐ Yes ☒ No
- 5.6.2 (i) If Yes to either, have urgent or essential works been recommended? ☒ Yes ☐ No ☐ N/A
- (ii) Have these been carried out? ☒ Yes ☐ No ☐ N/A
- (iii) Is there any outstanding enforcement action against the landlord or accountable person (such as outstanding enforcement notices)? ☐ Yes ☒ No ☐ N/A
- If Yes, by what date is this remedial action required? ___ / ___ / ___ ☒ N/A
- 5.7 Are you aware of any reason why comprehensive insurance will not be available on standard terms in future? ☐ Yes ☒ No
- 5.7.1 If Yes, provide details:
- 5.8 Are you aware of any non-compliance with the insurance conditions that would render the policy void? ☐ Yes ☒ No
- 5.8.1 If Yes, provide details:
- 5.9 Please confirm the date of the last buildings reinstatement cost assessment. ___ / 10 / 2021
- 5.10 Is the insurance premium included in the service charge budget? ☒ Yes ☐ No
- 5.10.1 If No, confirm the annual amount payable for the Property: £ _____

SECTION 6: DISPUTES & ENFRANCHISEMENT

- 6.1 Are there any on-going forfeiture proceedings in relation to the Property? ☐ Yes ☐ No
- A specific enquiry for the property in question should be raised*
- 6.2 Are there any documented unresolved disputes with the Lessees of any of the properties in the Managed Area? ☐ Yes ☒ No
- 6.2.1 If Yes, to the extent permitted by the UK General Data Protection Regulations, please supply details:

6.3 Have any steps been taken by anyone to enfranchise, exercise the right to manage, form a right to enfranchise or management company, extend the term of the lease of the Property or anything similar? ☐ Yes ☐ No ☒ Not Known

6.3.1 If Yes, provide details and copies of relevant documentation:

6.4 Are you aware of any breach of the terms of the lease of this Property?

☐ Yes ☐ No

A specific enquiry for the property in question should be raised

6.4.1 If Yes, provide details:

SECTION 7: GENERAL

7.1 How many other properties are there in the Managed Area?

71 flats 27 House:

7.2 Are they all leased on leases with similar terms?

☐ Yes ☒ No ☐ Not Known

7.2.1 If No, provide details:

27 Freehold houses share Estate obligations (Pt B in Flats Leases)

71 Flats similar terms (1 retained also pays)

7.3 Is the building in which the Property is situated known to be an HMO?

☐ Yes ☒ No ☐ Not Known

7.3.1 If Yes, confirm that regulations applicable to section 257 Housing Act 2004 HMOs have been complied with:

7.4 Are there any parking regulations or restrictions in addition to any set out in the lease?

☐ Yes ☒ No

7.4.1 If Yes, provide details:

7.5 If there is a restriction in the lease on keeping pets, please outline the requirements:

☐ N/A ☒ Restrictions apply. *Provide details*

Sample lease at <https://bebhallpark.co.uk/documents/19830429FlatsLease.pdf>

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 Buildings insurance policy and schedule:

☒ Enclosed ☐ To follow ☐ N/A

8.3 Buildings insurance policy and schedule for the Managed Areas:

☒ Enclosed ☐ To follow ☐ N/A

8.4 Service charge estimate for the current year and details of the anticipated payments on account for the Property:

☒ Enclosed ☐ To follow ☐ N/A

8.5 Service charge estimate for the previous year for which accounts have not yet been prepared for the Property:

☒ Enclosed ☐ To follow ☐ N/A

The online documents store at <https://bebhallpark.co.uk/documents/> provides the information marked as enclosed

8.6	Copies of any notices served on the Lessees under Section 20 in respect of any proposed works or any works which have not yet been paid for:	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	<input checked="" type="checkbox"/> N/A
8.7	Documentation relating to any forfeiture proceedings applicable to the Property:	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	<input type="checkbox"/> N/A
8.8	Any additional regulations or rules affecting the Property which are not contained in the lease:	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	<input checked="" type="checkbox"/> N/A
8.9	Any Deeds of Variation or other document varying the terms of the lease of this Property:	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	
		<input type="checkbox"/> Landlord's lawyer provides		
		<input type="checkbox"/> Please supply draft		<input checked="" type="checkbox"/> N/A
8.10	Any required Deed of Covenant:	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	
		<input checked="" type="checkbox"/> Landlord's lawyer provides		
		<input type="checkbox"/> Please supply draft		<input type="checkbox"/> N/A
8.11	Any Certificate of Compliance:	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	
			Fee £ _____	
		<input type="checkbox"/> Landlord's lawyer provides		
		<input type="checkbox"/> Please supply draft		<input type="checkbox"/> N/A
8.12	Any required Licence to Assign:	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	
		<input checked="" type="checkbox"/> Landlord's lawyer provides		
	<i>8.13 Buyers are specifically advised to request from the seller evidence of the permission of the Landlord if the front door and side panels have ever been replaced.</i>	<input type="checkbox"/> Please supply draft		<input type="checkbox"/> N/A
8.13	Copy of any permission to alter the Property which has been issued:	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	<input type="checkbox"/> N/A
	<i>A specific enquiry for the property in question should be raised</i>			
8.14	Copy of any known notices served on the Lessee and documentation arising from them:	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	<input type="checkbox"/> N/A
	<i>A specific enquiry for the property in question should be raised</i>			
8.15	Asbestos Survey for parts of the Managed Area built or converted before 2001:	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	<input type="checkbox"/> N/A
8.16	Fire Risk Assessment for the Managed Area:	<input checked="" type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	<input type="checkbox"/> N/A
8.17	Memorandum and Articles of Association of the Management Company:	<input checked="" type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	<input type="checkbox"/> N/A
8.18	Minutes from the last AGM for the Management Company:	<input checked="" type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	<input type="checkbox"/> N/A
8.19	Leaseholder Deed of Certificate	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	<input type="checkbox"/> N/A
8.20	Landlord's Certificate	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	<input type="checkbox"/> N/A
8.21	Known enforcement notices served on the landlord or accountable person (where the building is residential and is at least 18 meters or 7 storeys)	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	<input checked="" type="checkbox"/> N/A

By signing the form you are confirming that you are the person authorised to provide the information which you have completed in it on behalf of those parties which you have selected from the list, and that a buyer may rely on the information which you have supplied without applying to any other party except where you have left a section blank because you do not have the authority to provide the information.

Signed _____	Dated 01.11.2023 _____
Print Name: _____ Company: _____	<i>Please tick as applicable below, to confirm the capacity in which the answers are given.</i> <input type="checkbox"/> Managing Agent <input checked="" type="checkbox"/> Management Company <input type="checkbox"/> Landlord <input type="checkbox"/> 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 the management of the Property 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.

