

Terms and Conditions – Lease Extension Estimated Premium

Save to the extent agreed in writing by us from time to time, the following terms and conditions will govern all dealings between us, both now and in the future. **Your attention is drawn in particular to clauses 3.2 to 3.4 below.** Should you instruct us and should we agree to commence providing services to you at a time when you have not signed and returned this document your instructions will constitute acceptance of our terms and conditions. We will nevertheless require that at the earliest opportunity you sign and return the document for our records.

1. Our Client

1.1 Our client will be the recipient of this document. We will not be responsible for providing services to any other party.

2. Responsibility and Liability

2.1 Mark Wilson will be the person with ultimate responsibility for your work, and he will be primarily responsible for providing services to you in this matter. He has the knowledge, skills and understanding to undertake the work competently. He may be assisted by other colleagues as the matter progresses.

2.2 Our duty to you does not extend beyond the scope of your instructions as summarised in clause 3 below. We do not accept any duty to you in tort which exceeds the contractual duty of care arising from those instructions.

2.3 Any work we undertake for you is for your sole and personal use. We do not accept liability for any loss or damage resulting from the use of the estimated premium or any assumptions or interpretation thereof.

2.4 Regardless of any instructions given to us, we do not provide taxation or legal advice or accept responsibility for the taxation or legal consequences of any matter on which we are instructed or in which we become involved on your behalf. Should you require any taxation or legal advice, you should seek it from your accountant or other professional taxation adviser or your solicitor. Alternatively, should you ask us to do so, we will provide the names of independent tax advisers and solicitors, but we will do so without responsibility on our part.

3. Services we are retained to provide

3.1 **You have instructed this firm to provide you with an estimate of the premium that would be payable in order to extend an existing lease for the property, details of which you have provided in our online enquiry form, in accordance with the *Leasehold Reform, Housing and Urban Development Act 1993*, as amended. These services are provided on the conditions set out at 3.2 to 3.4.**

3.2 Our estimate, including the extended lease value, is an expression of our expertise and will be based solely on the information you supply and the governing legislation. Based on the information you supply, another competent surveyor using the same methodology would be concluding the same or a similar outcome.

3.3 Lease terms limited to the length of lease and ground rent, as provided by the Land Registry, will be verified by myleasehold Ltd. This service is only as good as the Land Registry data, and we will make assumptions of ground rent and rent reviews as needed.

3.4 Our estimate does not take into account any of the following matters, which are not exclusive: structural defects, defective leases, onerous conditions or covenants, ongoing disputes, local planning applications, any matter whatsoever that may impinge on either the existing or extended lease value.

3.5 In the event that you wish us to undertake other work beyond the scope of your current instructions, we shall agree to a description of that work in writing and these terms and conditions (or any amended terms and conditions agreed with you at the time in writing) will govern our relationship with you in respect of that other work.

3.6 If you have instructed us to estimate a premium for you, the prior consent in writing of myleasehold Ltd will be required for any reproduction or public reference to the Valuation Report and any of its components.

3.7 Our estimate is valid for 3 months as it represents our opinion at the date that the estimate premium calculation was undertaken and we have given our opinion of its worth at that time.

4. Charges and Payment Arrangements

4.1 We provide a quotation for a fixed fee (£99 plus VAT) for properties worth up to £500,000 and require payment in advance as a pre-condition of completing any transaction that we are conducting on your behalf.

4.2 Monies paid on account are held in a designated client's account:

Account name: myleasehold client account
Account-holding bank: HSBC, 73 High Street, WATFORD, WD1 2DS
Account number: 13664147
Sort code: 40-45-27

4.3 Interest will be accrued on that money at the rates offered to us by our bank from time to time. We propose that we will retain the interest earned on funds held on your behalf and will not account it to you.

4.4 Where fees are paid on account, such fees will be transferred from myleasehold's client account to myleasehold's office account seven days after completion of the agreed service provided by myleasehold.

4.5 We will add VAT to our charges at the rate required by law. At present, the standard VAT rate is 17.5%. All fees and charges quoted by us to you are exclusive of VAT unless otherwise expressly stated.

4.6 Our fees and expense will remain payable even if a transaction in respect of which you have instructed us is not completed or if you discontinue this firm's instructions for any other reason.

5. Termination

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

5.2 In some circumstances, we may consider that 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, or if you fail to pay any sums lawfully due to us.

5.3 If you or we decide that we will no longer act for you, you will remain liable to pay our charges and expenses on the basis agreed with us.

6. Communication and Complaints

6.1 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, please raise them in the first instance with Mark Wilson. If that does not resolve the problem to your satisfaction or you would prefer not to speak to Mark Wilson, a copy of the firm's complaints handling procedure is available on request.

7. Governing Law and Jurisdiction

7.1 The contract between us shall be governed and construed in all respects by English law.

7.2 All disputes arising in connection with the agreement between us shall be resolved by the non-exclusive jurisdiction of the courts of England and Wales. We may bring proceedings against you in any jurisdiction, including (without limitation) any jurisdiction in which you are resident, domiciled, have assets or are incorporated and you unconditionally submit to all such jurisdictions.

Declaration by Client

I confirm that I have read and agree to the above terms and conditions and the e-mail to which they were attached. These will govern my relationship with myleasehold Ltd.

Signed:

Print name:

Date:

If signing on behalf of a company, partnership or Limited Liability Partnership, please state the capacity in which you sign.

Capacity: