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The Trustees of the Lucy Bee SASS c/o The Moat House Hertingfordbury Herts SG14 2LB

Email: caroline.jeavons@machins.co.uk

Our Ref: CEJ/KS/072930-0001

Your Ref:

A/C No: 072930-0001 Date: 23 January 2025

Dear All

# Re: P/O 9 Martinfield, Welwyn Garden City, AL7 1JQ

I confirm that I will be happy to act on your behalf in accordance with the terms and conditions set out in the attached leaflet headed "Machins Solicitors LLP Terms and Conditions", which I shall refer to in this letter as the "Terms and Conditions".

#### **Client Care**

We strive to provide a quality service to all our clients. In the event of any concern about the services provided or the processes that you are involved in, please do not hesitate to contact me. Further details of our Client Care Policy, including our Complaints Procedure, are contained in our Terms and Conditions.

I shall be the person primarily responsible for the carrying out of work in your matter. I am a I shall be the person primarily responsible for the carrying out of work in your matter. I am a Solicitor. I shall be assisted by my secretary, Karen Scott. Simeon Clipstone is the Partner with ultimate responsibility for the Commercial Property Department. We have arrangements to ensure continuity of cover in the event of my being absent from the office

# Costs (exclusive of VAT and disbursements)

Our charges for acting on your behalf in the matter will be calculated on a Time Expended Basis. As such, I would refer you to the section marked "Charges and Expenses – Time Expended Basis" in our Terms and Conditions.

The rates currently applicable within the Commercial Property Department are:

| Name Status      |                      | Rate per hour |  |
|------------------|----------------------|---------------|--|
| Santokh Singh    | Partner              | £330          |  |
| Nick Ginger      | Partner              | £330          |  |
| Simeon Clipstone | Partner              | £330          |  |
| Andrew Devereux  | Consultant Solicitor | £330          |  |









| lan McLoone           | Consultant Solicitor | £330 |
|-----------------------|----------------------|------|
| Hugh Beeley Associate |                      | £300 |
| Caroline Jeavons      | Associate            | £290 |
| Diana Yip             | Solicitor            | £230 |
| Ramiya Aktar          | Trainee Solicitor    | £180 |

I estimate our fee to be in the region of £2,000 - £3,000 plus VAT and disbursements.

The fees stated above are approximates only and I will deal with this matter based primarily on the time taken and the complexity of certain matters arising.

In order to meet the initial expenditure, please provide £1,000 on account of fees and costs. I look forward to receiving this from you.

# **Timescales**

Whilst it is difficult to be precise as to timescales, we would envisage being able to conclude matters within 6-8 weeks.

# Work we will undertake on your behalf

Please note that in acting for you in the matter we will deal with the following:-

- 1. Investigating the Title to satisfy ourselves of the seller's right to sell the Property.
- 2. Advise you of the legal rights and obligations which attach to the Property.
- 3. Raise enquiries with regard to the legal aspects of the Property and report the replies back to you.
- 4. Put in hand the relevant searches and report the results back to you (subject to the limitations appearing below).
- 5. Exchange and complete the matter on your behalf and register your Title at the Land Registry.

### Work we will not do on your behalf

It is important that you realise the limits of our retainer in acting for you. Please note that we will not be dealing with the following:-

- 1. Give any advice on the structure or physical condition of the Property or any aspects thereof.
- 2. Carry out negotiations in respect of the sale price or the price of fittings and contents of the Property.
- 3. Negotiate or broker any mortgage for you.
- 4. Give any advice on issues raised in the survey or valuer's report.
- 5. Advise on any aspect in the Environmental Search beyond advising whether or not an Environmental Surveyor preparing the report concludes that the Property could be considered "Contaminated Land".

### 6. Stamp Duty Land Tax

In providing our quotation we have assumed that normal rates of Stamp Duty (applicable at the date of completion) will apply – It is important that:

- i. You provide us with all relevant information relating to your property transaction and your personal circumstances; and
- ii. you take specific advice from your accountant or tax advisor.
- 7. We will not provide undertakings on your behalf without first having cleared funds from you (where applicable).
- 8. We do not give advice on planning.

#### Searches

It is important that you realise the limitations on the result of a local authority search. The search will primarily be against only the property you are acquiring. Whilst some matters, for example possible road developments within 200 metres of the property are covered, no planning information that does not specifically relate to the property you are acquiring will be revealed. If you are concerned about possible development in the surrounding area you should contact the local planning authority direct. If you have any further queries about what is and is not covered by the search, please let me know.

From 1st April 2000, local authorities are required to prepare a definitive list of sites within their area where past uses have led to contamination. From that date, the local authority search has specifically asked the local authority whether or not the site does have a history of some use which could lead to contamination. As the local authorities have been slow to prepare such lists, it is unlikely that any entries on the search would appear against the property you are purchasing. This does not mean that the site is not contaminated, simply that the local authority has not yet got round to investigating the position. If, when you come to sell the property, it does appear on the local authority's register, then you may find it difficult, indeed impossible, to sell your property. Fortunately, it is possible to carry out an environmental search at the price shown above. This search would highlight the history of the site of your property and also detail whether or not any potential sources of contamination exist within a 250 metre radius. At the moment, it is not compulsory to carry out such a search but it is likely that, in time, the lending institutions will insist that environmental searches are carried out before they will accept property as a suitable security. We would advise you very strongly to carry out the environmental search at this stage and unless we hear from you to the contrary, we shall assume that you wish such a search to be carried out.

Chancel Repair Liability. This is a liability which could arise and make a home owner responsible for repairs to the Chancel of a local Parish Church. Even if the current title does not show there is such a liability it is still possible for the local Parochial Church Council to register the liability against your property. We could carry out a Search which would show whether or not your property is at risk. If the Search showed that it was then we could apply to take out an indemnity policy. We can discuss this further in due course.

We also advise carrying out a drainage and water search and highways search.

#### <u>Surveys</u>

You should obtain your own detailed report on the condition and value of the property.

#### Stamp Duty Land Tax

On completion of your purchase we have to submit a Stamp Duty Land Transaction Form to the Inland Revenue. The form has to be signed by you and we will forward it to you after exchange of contracts. The form must be received by the Inland Revenue within 14 days of completion of your purchase, failing

which the Revenue is entitled to charge a substantial pecuniary penalty for which you will be liable. It is therefore extremely important that you return the form to us within 24 hours of it being received from us to avoid there being any delay in the submission of it to the Inland Revenue at completion. We would not be liable for any pecuniary penalty imposed as a result of any delay in you returning the form to us.

You should speak with you financial adviser or a tax expert.

### Summary of action by you

Finally, I confirm the steps which I need you to take and the documentation which I require to be able to commence acting on your behalf:-

- 1. Please sign and return to me the attached copy of this letter to confirm that you have read and agreed to our Terms and Conditions and the contents of this letter.
- 2. Please sign and return to me the attached duplicate copy of our Terms and Conditions.
- 3. You will also please need to provide evidence of identification as detailed in the second bullet point in the section marked "Identity, Disclosure and Confidentiality Requirements" in our Terms and Conditions. We will be unable to commence work on your file until we have satisfactory evidence of identification from you.
- 4. Please forward to me the sum of £1,000 by way of bank transfer to this Firm's client account, the details of which are attached.
- 5. Please sign and return to me the attached Politically Exposed Persons Form.

Yours sincerely

Caroline Jeavons
Associate Solicitor
MACHINS SOLICITORS LLP

### **IMPORTANT NOTICE - STAMP DUTY LAND TAX**

Whilst we are delighted to act for you and will use our reasonable endeavours to complete your transaction efficiently, we are required to make it clear that due to the fact that there are many factors during the purchase process that are beyond our control we are not able to give you any guarantee that we will be able to complete your proposed purchase in order to qualify for any stamp duty exemption or reduction that may currently be available.

By signing these terms you are accepting that we have advised you of the above and that we will have no liability in respect of any failure to qualify for any stamp duty land tax exemption or reduction that may currently be available.

I confirm I have read the Terms and Conditions and understand them and sign below to accept them on behalf of

| Signea                           | Dated |
|----------------------------------|-------|
| Print Name                       |       |
| Contact Telephone/Mobile Number: |       |
| Email Address (if appropriate):  |       |
|                                  |       |
| Signed                           | Dated |
| Print Name                       |       |
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