



## Information about fees and charges.

Your lease sets out the way the service charge is organised and what can be charged. This leaflet shows a summary of the charges, how they are worked out and what the money is spent on.

### Management fee.

Your management fee covers the overheads and costs incurred by Onward or Contour Property Services (CPS) to manage your development. The main elements included are:

- Produce and issue annual service charge estimates.
- Collection and allocation of service charge receipts to Leaseholders' service charge accounts.
- Produce and issue annual service charge statements/year end accounts showing actual income and expenditure and summary of balance of funds held, including management of the independent examination of those accounts.
- Management of scheme current accounts and reserve funds (where applicable).
- Management of service contracts including (but not limited to) buildings insurance, communal electricity, gardening, window cleaning and communal cleaning, lift servicing, health & safety checks and automated gates.
- Regular visits to site to visually check its condition, health and safety compliance and assess the standard of services we are providing.
- Deal reasonably and as promptly as possible with enquiries from leaseholders having regard to any requirements or constraints in the lease.
- Arrange all health and safety, fire and other appropriate checks and risk assessments in accordance with statutory requirements and maintain records of compliance, excluding specialist surveys, which will be charged for separately
- Office overheads such as heating, lighting, printing, IT, out of hours call cover, etc.
- Appoint and supervise site staff (where applicable)
- Provision of out of hours emergency service
- Contact centre open during office hours and an out of hours service outside of office hours
- Provision of customer newsletter and Homeowners Forum meetings

### Admin fees.

Administration fees are charges for additional services that are provided outside of the management fee. Our current fees are enclosed. Please note that fees are subject to change.

## Lease extension fees.

If you wish to extend your lease, you will be responsible for the cost of a valuation, our legal fees as well as your own and the premium payable for the value of the lease extension. These fees differ depending on the type of property, number of years left on the lease, etc. Please contact us if you wish to extend your lease.

## Project management fee for major works.

When we carry out major works at your development, we will charge a project management fee on top of the cost of the works. This is to cover our overheads and costs including scoping of the project, undertaking Section 20 consultation, carrying out the tender process, and contractor management including site visits, post inspections, etc. The fee will be confirmed during the Section 20 process.

## Legal fees.

For some of our services you will also have to pay our legal fees. Where legal fees are payable, this is made clear in the list below and all fees will be confirmed in writing. Legal fees will vary and are subject to change, so it's important that you request written confirmation of all fees.

## Payment of fees.

All fees must be paid in advance, unless we specify otherwise. Fees are non-refundable. We will provide bank details so payments can be made by bank transfer. It is important that you check the bank details carefully and include the payment reference you are given. If you are using a Solicitor who is making a payment on your behalf, they must include the payment reference. If no payment reference is included your payment may not be received. We will not provide any services without receipt of payment.

## Administration Charges – Summary of tenants' rights and obligations

1. This summary, which briefly sets out your rights and obligations in relation to administration charges, must by law accompany a demand for administration charges. Unless a summary is sent to you with a demand, you may withhold the administration charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligation you should seek independent advice.
2. An administration charge is an amount which may be payable by you as part of or in addition to the rent directly or indirectly:
  - for or in connection with the grant of an approval under your lease, or an application for such approval;
  - for or in connection with the provision of information or documents;
  - in respect of your failure to make any payment due under your lease; or
  - in connection with a breach of a covenant or condition of your lease.

**If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable.**

3. Any provision contained in a grant of a lease under the right to buy under the Housing Act 1985, which claims to allow the landlord to charge a sum for consent or approval, is void.
4. You have the right to ask the First-tier Tribunal whether an administration charge is payable. You may make a request before or after you have paid the administration charge. If the tribunal determines the charge is payable, the tribunal may also determine:
  - who should pay the administration charge and who it should be paid to;

- the amount;
- the date it should be paid by; and
- how it should be paid.

**However, you do not have this right where:**

- a matter has been agreed to or admitted by you;
  - a matter has been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the administration charge arose; or
  - a matter has been decided by a court.
5. You have the right to apply to the First-tier Tribunal for an order varying the lease on the grounds that any administration charge specified in the lease, or any formula specified in the lease for calculating an administration charge is unreasonable.
  6. Where you seek a determination or order from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
  7. The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with Section 29 of the Tribunal, Courts and Enforcement Act 2007.
  8. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, a tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

## Administration fees.

SERVICE/ACTIVITY	FEE (£)
REQUESTS FOR PERMISSION	
Request to Keep a Pet	50
Request for Permission to Run a Business	100 + legal fees if applicable
Request for Home Improvement or Alteration	100 + legal fees if applicable
Request for Retrospective Consent for Home Improvement or Alteration	350 + legal fees if applicable
Request for Home Improvement or Alteration	100

SERVICE/ACTIVITY	FEE (£)
REQUESTS FOR PERMISSION	
Request to Sublet	50 + legal fees if applicable
Request to Change Name on/Add Name to an Account	10
RE-SALES	
Landlord Enquiries (Management Pack)	250
Landlord Enquiries - each additional enquiry	15
Notice of Assignment/Transfer	75 + legal fees
Resales	200 + legal fees
Deed of covenant	100+ legal fees if applicable or as specified in the lease
ENFORCEMENT ACTION	
Breach of lease (excluding non-payment of charges)	25 per letter/ call
ASB Letter or Phone call	35 per letter/ call
ASB or breach of lease legal instruction	250
ASB legal letter	200 per letter + fees and postage
ENFORCEMENT ACTION: REMOVAL OF ITEMS STORED IN COMMUNAL AREA OR FLY TIPPING	
Removal fee	Contractor removal cost
Storage fee	6 per day
Administration fee	50

SERVICE/ACTIVITY	FEE (£)
COPY DOCUMENTATION	
Copy budget, year end account statement, or any other document or report (each)	50 per document
Copy accounts, receipts and other documents (S22 Request)	50p per page printing costs
Copy accounts, receipts and other documents (non S22 Request)	Fee available on request. varies subject to level of information required
RIGHT TO MANAGE OR ENFRANCHISEMENT	
Right to Manage - up to 99 units (per unit)	600 +25 per unit for 99 units
Right to Manage - 100+ units	600 +50 per unit capped at £5,000 for 100+ units
Lease Enfranchisement (per unit)	50 + legal and valuation fees as required
MORTGAGE ACTIVITY	
Mortgage Reference	50
Notice of Mortgage/Charge	75 + legal fees if applicable
Deed of Postponement	75 + legal fees if applicable
Approval for Re-mortgage/New Mortgage	200 + legal fees if applicable

SERVICE/ACTIVITY		FEE (£)
REPLACEMENT FOB/KEY		
Replacement Fob/Key		varies +£10 Admin fee
Key cutting authorisation letter		5
INCOME RECOVERY ACTION		
Section 146 Notice		125
Payment Plan Agreement		30
Late Service Charge/Ground Rent Reminder (per letter)		20